

APPENDIX J

**BASIC ORDERING AGREEMENT FOR STORAGE OF PERSONAL PROPERTY AND
RELATED SERVICES**

DEPARTMENT OF DEFENSE

DEPARTMENT OF THE ARMY

MILITARY TRAFFIC MANAGEMENT COMMAND

BASIC ORDERING AGREEMENT NUMBER

BASIC ORDERING AGREEMENT

FOR

STORAGE OF PERSONAL PROPERTY AND RELATED SERVICES

ISSUING OFFICE:

REGIONAL STORAGE MANAGEMENT OFFICE (RSMO)

MILITARY TRAFFIC MANAGEMENT COMMAND

RSMO ADDRESS

CONTRACTOR:

(NAME) **(SCAC)**

LOCATION ADDRESS

(CITY) **(STATE)** **()** **(COUNTY)** **(ZIP)**

MAILING ADDRESS-H/O

(CITY) **(STATE)** **()** **(HO/COUNTY)** **ZIP**

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PART I

SECTION A – SIGNATURE PAGES

BASIC ORDERING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND _____

This Basic Ordering Agreement is entered into as of _____ by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this Basic Ordering Agreement, and _____,

- (i) ☐ sole owner
- (ii) ☐ a partnership, or
- (iii) ☐ a corporation organized and existing under the laws of the State of _____ hereinafter called the "Contractor."

This Agreement applies to services that the Government may require for the storage of personal property and related services. Should the Government order such services, the Government will require the Contractor to furnish all necessary labor, material, drayage, vans, equipment, storage facilities, and performance of related services, as may be specified in the Service Order for Personal Property (DD Form 1164).

The clauses and provisions hereinafter set forth have been agreed upon by the parties hereto for use in negotiated firm fixed price service orders between the parties entered into on or after the date of this Agreement, and prior to its termination. It is further agreed that the clauses and provisions set forth are mandatory clauses and will, by reference or attachment, be incorporated in each service order issued pursuant to this Agreement.

This Agreement, including clauses and provisions hereof, may be amended only by mutual agreement of the parties, and the Agreement may be terminated in its entirety by either party upon thirty days written notice to the other party, except that this Agreement may be terminated by the Government at any time if the parties fail to agree upon an deletion, amendment, or addition to this Agreement which is required by statute, Executive Order, Federal Acquisition Regulation, or supplements thereto. No deletion, modification, addition to, or termination of, this Agreement will affect any contracts theretofore entered into between the parties in which this Agreement or a portion thereof has been incorporated by reference.

This Agreement may be referred to by the Contractor in bids submitted in response to invitations for bids but cannot become a part of any contract placed through the process of formal advertising.

SECTION A - SIGNATURE PAGES (Cont'd)

BASIC ORDERING AGREEMENT FOR STORAGE OF PERSONAL PROPERTY AND RELATED SERVICES SIGNATURE PAGE

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS BASIC ORDERING AGREEMENT AS OF THE DAY AND DATE FIRST ABOVE WRITTEN:

WITNESS	THE UNITED STATES OF AMERICA
	BY _____
	(SIGNATURE OF CONTRACTING OFFICER)

	(TYPED NAME)
_____	_____
	(TYPED NAME OF CONTRACTOR)
_____	BY _____
	(SIGNATURE)
NOTE: In cases of corporations, witnesses not required but certificate below must be completed.	_____
Type or print names under all signatures.	(TYPED NAME)

	(TITLE)

	(ADDRESS)

AN OFFER SIGNED BY AN OFFICER OF THE CORPORATION MUST BE EXECUTED IN THE CORPORATION NAME AND BE ACCOMPANIED BY THE FOLLOWING CERTIFICATE EXECUTED AND SIGNED BY ANOTHER OFFICER OF THE CORPORATION UNDER ITS CORPORATE SEAL.

CERTIFICATE

I _____, CERTIFY THAT I AM THE _____

OF THE CORPORATION NAMED AS OFFEROR HEREIN; THAT _____,
WHO SIGNED THIS OFFER ON BEHALF OF THE OFFEROR, WAS THEN _____
OF SAID CORPORATION; THAT SAID OFFER WAS DULY SIGNED FOR AND IN BEHALF OF
SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY, AND IS WITHIN THE
SCOPE OF ITS CORPORATE POWERS.

(CORPORATE SEAL)

(SIGNATURE)

IF A PARTNERSHIP

AN OFFER SIGNED BY A PARTNER MUST BE EXECUTED IN THE PARTNERSHIP NAME AND BE ACCOMPANIED BY A LISTING OF ALL OTHER PARTNERS. LIST NAMES BELOW IF NOT FURNISHED ELSEWHERE ON THE FORM.

_____	_____
_____	_____
_____	_____
_____	_____

SECTION B - SCHEDULE OF SERVICES AND RATES FOR HOUSEHOLD GOODS)

SCHEDULE OF SERVICES AND RATES FOR HOUSEHOLD GOODS			
Rates listed in this schedule shall be inclusive of all charges for labor, materials, vans and equipment and incidental facilities and services necessary for the performing of the storage and related services specified in this schedule. All services to be performed under this schedule should be in accordance with requirements for services for storage of household goods. All service orders are subject to a minimum weight of 500 pounds.			
1. BASIC ORDERING AGREEMENT NUMBER	2. MODIFICATION NUMBER	3. EFFECTIVE DATE (YYYYMMDD)	
4. SERVICE PERFORMED			
a. TITLE	b. DESCRIPTION	c. RATE	
(1) ITEM I PACKING	Packing and protection as required by and incident to drayage, marking, tagging and inventorying for storage. (Includes flat wardrobe cartons) <i>(Rate per cwt.)</i>	\$	
(2) ITEM II SPECIAL SERVICE	(a) Wardrobes: Upright wardrobes with minimum 18 inch bar. <i>(Cost each)</i> (b) Inventory of high value items as declared by the member or his agent. <i>(Cost per inventoried carton)</i>	\$	
(3) ITEM III DRAYAGE	Pickup at location, loading, weighing, drayage to warehouse and unloading onto warehouse platform. <i>(Rate per cwt.)</i>	ZONE	
		1	\$
		2	\$
		3	\$
		4	\$
		5	\$
		6	\$
(4) ITEM IV HANDLING IN	Handling in, labor and equipment required to place in storage from warehouse platform, wrapping for storage which is in addition to that required for drayage to contractor's warehouse and preservation of items for and during the storage period. <i>(Rate per cwt.)</i>	\$	
(5) ITEM V STORAGE	Storage per Clause H-5, Basic Ordering Agreement <i>(Rate per cwt. per month)</i>	\$	
(6) ITEM VI HANDLING OUT	Handling out, labor and equipment required to remove from storage and place onto warehouse platform. <i>(Rate per cwt.)</i>	\$	
(7) ITEM VII DELIVERY	Delivery, to include loading at contractor's warehouse platform and drayage to destination, unloading, including the placing in appropriate rooms in accordance with specifications <i>(Rate per cwt.)</i>	ZONE	
		1	\$
		2	\$
		3	\$
		4	\$
		5	\$
		6	\$
(8) ITEM VIII UNPACKING	Unpacking, including unpacking all barrels, crates, cartons, recording overage, shortage or damage found while unpacking, removing from owner's residence all empty containers, packing materials and other debris accumulated incident to unpacking in accordance with specifications. <i>(Rate per cwt.)</i>	\$	
5. SERVICE AREA. This agreement covers orders placed by using activities within the following area.			
6. GEOGRAPHIC DESCRIPTION OF EACH ZONE SHOWN IN ITEMS III AND VII ABOVE			
a. ZONE 1		b. ZONE 2	
c. ZONE 3		d. ZONE 4	
e. ZONE 5		f. ZONE 6	
7. CONTRACTOR CERTIFICATION STATEMENT			
I certify that I hold a valid operating permit/certificate for the zones on which I have submitted rates.			
a. TYPED NAME <i>(Last, First, Middle Initial)</i>		b. SIGNATURE	

DD FORM 1162-1, SEP 1998 (EG)

PREVIOUS EDITION IS OBSOLETE.

Designed using Perform Pro, WHS/DIOR, Sep 98

Figure J-1. DD Form 1162-1, Schedule of Services and Rates for Household Goods

PART II

SECTION C - TECHNICAL PROVISIONS

C-1 SCOPE

- a. The purpose of this Agreement is to establish the terms and conditions under which the Contractor will provide necessary supervised labor, materials, and equipment for storage of personal property and related services under orders issued from time to time by the ordering officer. This Agreement does not obligate the Government to issue any orders for any services.
- b. The Contractor will furnish all necessary supervised labor, materials, drayage, vehicle equipment and warehouse space for the storage of personal property and the performance of related services as specified in DD Form 1164, Service Order for Personal Property, Figure J-2, issued by an authorized ordering officer at the using activities.
- c. The rights and obligations of the parties to the Agreement will be subject to and governed by the provisions of the Agreement and the order(s) issued hereunder. To the extent of any inconsistency between the Agreement and any order, the provisions of the Agreement will prevail.
- d. The Agreement will be reviewed annually, as a minimum, and revised to conform with all requirements of statutes, Executive Orders, the Federal Acquisition Regulation (FAR) or the Defense FAR Supplement (DFARS). This revision will be evidenced by an Agreement modifying the Agreement or by the issuance of a superseding Agreement.
- e. The following terms used throughout this Agreement have the meaning as set forth below:
 - (1) "Ordering Officer" means an individual of a using activity authorized to issue a DD Form 1164, Service Order for Personal Property, Figure J-2, under this Agreement. The individual may be the Contracting Officer of a using activity or a duly appointed ordering officer so authorized.
 - (2) "Using activity" means an installation, base or command of a military department or a Government agency which has been properly authorized by the Contracting Officer to issue service orders under this Agreement.
 - (3) "Personal property" or "household goods" includes furniture, appliances, clothing, baggage, all other personal effects of a similar character, professional books, paper, and equipment, and other items authorized by entitlement.
 - (4) "Lot" means personal property placed in storage at Government expense and covered by one service order.
 - (5) "Storage period" means the period of time the Contractor has possession of the property pursuant to Government orders.
 - (6) "Owner" or "member/employee" means the individual in whose name the property is stored under this Agreement.

- (7) "Program" means the Department of Defense Personal Property Movement and Storage Program.
- (8) "FAR" means the Federal Acquisition Regulation, formerly the Defense Acquisition Regulation.
- (9) "DFARS" means the Defense Federal Acquisition Regulation Supplement.
- (10) "Material change" means any change which, if authorized by one party, would vary its rights and duties to the party making the change or injuriously affect its legal relations with third parties.

C-2 GENERAL REQUIREMENTS

a. REMOVE SURVEY.

- (1) I agree to perform a remove survey on nontemporary storage lots estimated at 3,000 pounds or more, at origin points within a 50-mile radius of the warehouse facility designated for storage. I understand this requirement will apply to only those lots on which I am provided a minimum of five working days advance notice of the pickup date requirement.
- (2) I agree that if a telephone number is provided five days in advance of pickup, I will make a telephone contact remove survey for nontemporary storage lots of lesser weights than indicated above, or for lots with origin points exceeding 50 miles of the warehouse facility designated for storage.

b. VEHICLE SPECIFICATIONS. Vehicles used in draying personal property under this Agreement will be closed furniture vans. The interiors thereof will be clean, dry, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed, and will be provided with a sufficient quantity of clean pads, covers, and other protective equipment to ensure safe delivery of the personal property. The tailgate of vans will not be used for hauling of personal property unless specifically authorized in advance by the ordering officer. When tailgate loading is authorized, the load will not extend beyond the surface of the tailgate or above the top exterior surface of the vehicle and must be adequately protected against damage. Pallet-van packing may be used in lieu of closed vans provided protection is afforded against inclement weather and pilferage. Containers moving by flatbed equipment in local pickup or delivery service will be covered with a waterproof tarpaulin or other material providing equal protection, when local weather conditions dictate. This waterproof tarpaulin will cover the cargo on the top and sides down to the vehicle bed and all surfaces of the overhang. In any event, such protective covering will be available in local pickup or delivery services. Equipment will be in safe mechanical condition.

- c. **CONTAINERS AND MATERIALS.** All containers and materials used will be in new or sound condition, adequate for the use employed, and must be dry, clean, and free from vermin, acid, paint, grease, and all other substances injurious to the articles packed. If material is not new, all marks pertaining to any previous usage will be completely obliterated prior to reuse. New material must be used for packing mattresses, box springs, linens, bedding and clothing. Egg crates, orange crates, and similar types of containers will not be used.
- (1) **BOXES.** Wood or fiberboard boxes used as specified hereinafter will be as follows: Wood-cleated fiberwood, wood-cleated plywood, nailed wood, wood-cleated veneer, paper overlaid, wire bound corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood or solid fiber and will be well-manufactured and free from imperfections that will affect their utility. Size and spacing of nails will be in accordance with the best commercial practice. All unclinched nails will be either cement coated or chemically etched.
 - (2) **CARTONS.** Cartons of solid or corrugated fiberboard may be used for packing linens, books, bedding, mattresses, lampshades, draperies, or similar articles. All cartons will be adequate for the use employed. After packing, cartons must be closed and either glued, stapled (provided specialized stapling machines are used), or sealed by taping lengthwise at the joint on top and bottom. The sidewalls and ends of corrugated or solid fiber cartons will have a minimum average bursting strength of 200 pounds per square inch. Cartons will be stacked in an upright position so as to minimize crushing. With the exception of mattress cartons, the inside dimensions of the carton--length, width, and depth totaled--will not exceed 75 inches with a maximum weight limitation of 65 pounds. When determined by the ordering officer as necessary to assure protection, safe movement, and storage of articles, boxes, as indicated in (1) above, may be used in lieu of cartons. Cartons lacking a manufacturer's certification are not authorized for use.
 - (3) **FIBER DRUMS, DISH PACKS, AND CARTONS.** Fiber drums, dish packs, or cartons with a capacity of not less than five cubic feet are to be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles. When packing of fragile items has been completed and space is left in a dish pack, such space may be used for packing other light items. Corrugated containers may be used in lieu of drum-type containers. The sidewalls and ends of the containers will be of a minimum bursting strength of 350 pounds per square inch. Not more than 120 pounds of material will be packed therein. The sum of the interior horizontal and vertical girths will be not less than 157 inches for fiber drums, or other drum-type containers. The cube of corrugated containers will be determined by actual measurements. All fiber drums, or dish packs will be securely sealed and marked "THIS END UP".
 - (4) **FILLER AND PADDING.** Good quality cellulose wadding, fiberboard, corrugated fiberboard, styrofoam, or kraft-type paper will be used as a filler or for padding for general packing. Material will be clean, dry, and free from vermin, or any substance injurious to the articles being packed.
 - (5) **WRAPPING PAPER.** All wrapping paper used will be new or clean, kraft-type of not less than 30-pound weight except as otherwise provided herein. Unicellular polypropylene foam may be used providing it is new and clean. Each item of silverware, silver ornamentation, or brass/copper will be completely wrapped in nontarnish tissue paper.

- (6) PAPER - WAXED OR TREATED. All waxed paper used will be new or clean manila wax or equivalent of not less than 30-pound weight. Treated paper will be of "butcher" paper type, free from creases and folds.
- (7) UNICELLULAR POLYPROPYLENE FOAM. All unicellular polypropylene foam wrapping material will be new, clean, and will conform to Federal Specification PPP-C-1797A.
- d. PACKING AND PREPARATION FOR DRAYAGE AND/OR STORAGE. The Contractor will be required to perform all packing and crating services in accordance with the following:
 - (1) All packing will be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement and storage without damage to containers or contents and at a minimum of weight. Further, the number and weight of containers will not be greater than necessary to accomplish efficient movement or storage. All containers must be properly sealed or secured.
 - (2) All finished surfaces whether wood, metal, or other material likely to be damaged will be so protected as to prevent scratching and marring.
 - (3) The use of damp, wet, or unclean materials is prohibited.
 - (4) Care will be exercised to prevent loss or damage of personal property in the process of packing, and the Contractor will properly and amply protect property by utilizing proper protective measures and by stowing effects in a manner not likely to cause damage.
 - (5) For movement or storage, all fiber drums or dish packs will be properly and clearly marked to indicate "TOP", "THIS END UP", or similar markings, and will be so handled and placed.
 - (6) In the absence of any general or specific requirements or contract provisions, the services will be performed in accordance with the best commercial practices.
- e. PICKUP AND DRAYAGE. The Contractor is required to pick up personal property at locations designated in the service order and dray them to the Contractor's warehouse subject to requirements hereinafter specified. Pickup and drayage will be completed on the date specified on the DD Form 1164 unless the ordering officer gives advance approval to a change in date(s). Pickup or delivery will be completed at the member's/employee's residence or warehouse between 0800 and 1700 hours unless prior approval is received from the member/employee or warehouseman. The Contractor will complete wrapping/processing of items for storage, which is in addition to that required for drayage to the Contractor's warehouse, and preservation of items for and during the storage period, no later than the close of business the third work day following the date of pickup of the property. When the prearranged time of pickup cannot be met, it is the Contractor's obligation to notify the member/employee and ordering officer immediately. Clothing, mattresses, and fragile items, such as dishes, glassware, and lamps, will be packed before being drayed. Items that do not require packing or crating may be moved in a loose condition and prepared for storage at the warehouse.
- f. DISPOSITION OF CONTAINERS AND PACKING MATERIALS. All containers, cartons, and filler material required for packing and protection incident to movement will remain with each lot

until unpacking is performed at destination residence, whether or not the Contractor performs the unpacking services.

- g. **CONTRACTOR PERSONNEL.** The personnel will be qualified to perform the assigned duties in the handling of personal property. They will be clean, neat, and courteous. If at any time, they appear to be under the influence of drugs or alcohol, use abusive language, or otherwise improperly perform according to provisions herein, they will be replaced by qualified personnel when requested by the Personal Property Shipping Office. Prison labor will not be used in the movement of personal property belonging to members/employees of the Department of Defense.

C-3 SPECIAL REQUIREMENTS

- a. **BOOKS.** Books will be placed in cartons or boxes. All books of similar size will be packed vertically together in rows. Pads of solid or corrugated fiberboard will be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton or box and to prevent chafing. Books normally will be packed not more than two rows high in a container.
- b. **CHINAWARE, GLASSWARE, CROCKERY, LAMPS, CLOCKS, JARDINIERES, STATUARY, VASES, AND BRIC-A-BRAC.** Use of a clean packing material or other modern method (cell wrap, cell pack, or cells and dividers) of packing is required for the packing of glassware, chinaware, bric -a-brac, table lamp bases, and other similar fragile items. Wrapping and materials used will be in accordance with the best commercial practices for the items being packed. Items will be wrapped separately, except groups of flat items may be wrapped in bundles if properly divided and cushioned. The heaviest items will be placed in the bottom of the containers. Fiber drums, dish packs, and other containers will be packed as compactly as possible. Padding will be pressed gently but firmly around each item and as many pieces will be put in a container as safely possible. Any surface or edge of an article that is fragile must be protected with cushioning. Stemware will be packed in containers bottom side up, and bundles of plates and dishes will be placed in containers on edge.
- c. **ELECTRICAL OR ELECTRONIC EQUIPMENT - AUDIO/VIDEO EQUIPMENT, MICROWAVES, FANS, HEATERS, PORTABLE STOVES, SUNLAMPS, VIBRATORS, AND SIMILAR MINOR APPLIANCES.** When necessary to protect electrical equipment for safe transportation or storage, such equipment will be completely wrapped in kraft-type paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact between articles of one article with another and to eliminate movement of any one article in the container. When packing is not necessary, the items will be properly wrapped or padded for protection.
- d. **KITCHENWARE.** All kitchenware will be packed and padded into containers. The heavier items will be kept to the bottom of the container.
- e. **LINENS, DRAPERIES, CLOTHING AND LIKE ITEMS.** Linens, towels, bedding, draperies, and other items of this type will be packed into cartons that will be completely sealed at residence. Clothing will not be stored in closet bags. Flat wardrobe cartons will be furnished for clothing unless the ordering officer authorizes the use of upright wardrobes. When upright wardrobes are used, no articles other than clothing on hangers will be packed therein. Hangers must be removed from clothing packed in flat wardrobes.

- f. **MIRRORS, PICTURES, PAINTINGS, GLASS OR MARBLE TABLETOPS, AND SIMILAR FRAGILE ITEMS.** These articles will be wrapped, properly cushioned, and packed in a crate or container (glass or mirror pack, dish pack) specifically designed for that purpose. When it is determined that crating of other than the above listed items is required, the Contractor must obtain approval of the ordering officer before performing such services. Not more than four articles will be packed in any one crate or container. Specifications for packing mirrors are applicable to glass tops, glass faced pictures, and paintings. Such items will be stored on edge. Marble tabletops will be packed separately. Small pictures, mirrors, and other items of this type will be packed carefully into cartons, and cushioned to prevent shifting or damage.
- g. **LAMPSHADES, ORNAMENTS, OR TOYS.** All lampshades, Christmas ornaments, small toys, and other items easily crushed will be wrapped and placed in cartons and will be insulated from carton walls and from other items. Lampshades will be wrapped individually with clean paper (not newspaper), or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damages.
- h. **SILVERWARE.** Silverware will be packed in cartons of proper size to fit articles being packed without loss of space. Each item will be wrapped with nontarnish tissue paper (without sulphur) and pads will be used to insulate and secure pieces in place. Cream pitchers, sugar bowls, and similar items will be wrapped and cushioned in corrugated fiber cartons prior to being packed. Any items containing salt will be emptied.
- i. **MATTRESSES.** All mattresses, except those in hide-a-beds and/or sofa beds (see Paragraph j below), regardless of size or construction, including box springs, must be placed in cartons and completely sealed at residence per Paragraph C-2 c. (2). All cartons used, including those improvised on site, will be new and have a minimum bursting strength of 200 pounds per square inch. Foam rubber and cotton mattresses will be stored horizontally and not under pressure from other items.
- j. **UPHOLSTERED FURNITURE.** Upholstered furniture, to include wicker and wood frame with cushions, will be placed right side up on all legs on racks in special rooms or areas or in suitable containers so that nothing touches or presses against the upholstery. Mattresses will not be removed from hide-a-beds and/or sofa beds which close in such a manner as to offer adequate protection; otherwise, they will be removed and stored in accordance with Paragraph i above, and the inventory annotated accordingly. Removable cushions will be stored with the master pieces.
- k. **RUGS.** All rugs, rug pads and carpets will be properly rolled (not folded) and protected at residence whenever necessary to provide safe transportation. All rugs, rug pads, and carpets will be placed in individual dust-free cylinders, bags/covers of proper length or individually wrapped in 60-pound kraft-type wrapping paper and secured with tape or twine. All rugs and carpets will be stored in tubes in a horizontal position without folding or crushing any portion of the rug, carpet, or pad. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.
- l. **PHONOGRAPH RECORDS, TRANSCRIPTION TAPES, VIDEOCASSETTES, COMPUTER DISKETTES AND COMPACT DISKS.** These items will be packed and stored in such a manner that the records, tapes, cassettes and disks are standing vertically and protected so as to prevent physical damage.
- m. **FIREARMS.** All firearms will be protected from loss and damage during drayage and storage. They will be identified on the inventory in accordance with Paragraph C-5 and stored with the

bulk of the lot unless a separate secured stored area has been previously approved by the Contracting Officer.

C-4 HANDLING AND OPERATING REQUIREMENTS

a. **PREPARATION OF ARTICLES.**

- (1) Articles having surfaces subject to damage by scratching, marring, or chafing will be wrapped, at the time of loading, in furniture pads, covers, or other acceptable wrappers which are part of the Contractor's regular equipment.
- (2) All nuts, bolts, and screws removed from personal property in preparation for drayage or storage will be placed in a bag or box, bag must be properly labeled and securely attached to the article from which removed. If a box is used, parts will be identified by the article prior to placement in the box. A single "Inventory Item No" with a description of the article(s) contained within must be listed on the inventory. Component parts of a master item, removed for any reason, will be securely wrapped into package form, identified as to contents, numbered and cross-referenced on the inventory to the master item from which removed.
- (3) All articles will be removed from chests of drawers, bureaus, or clothes hampers, and packed in containers prior to drayage. However, for lots identified as pending overseas movement, light nonbreakable items may be packed in dressers, bureaus, and similar items. Articles/items which are packed in dressers and chests must be light in nature, nonbreakable and of a character not normally susceptible to pilferage. Further, the chest/dresser must be of a reasonably sturdy construction to accept the additional weight packed therein without undue stress being placed on the chest/dresser that may cause damage. When articles are determined to meet the above criteria and packing within a chest/dresser is acceptable, the packed articles must be wrapped/cushioned to prevent shifting and movement during transit. As a minimum, unprinted newsprint or other acceptable cushioning materials will be placed over the articles remaining in the chest/dresser and all void areas will be filled. Additionally, when articles remain in chests and dressers, the Household Goods Descriptive Inventory and/or warehouse receipt will be annotated to clearly and accurately describe the contents. The inventory will be further identified as Contractor packed.
- (4) Nothing will be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items which are required as an integral part of the appliance in its normal operation.

b. **APPLIANCE SERVICING.** Servicing, as used herein, consists of the following phases:

- (1) Preparing the appliance at origin residence, as opposed to normal wrapping and packing already provided for, so that they will safely withstand drayage, handling-in, and storage.
- (2) Reversing the preparation when property is drayed to destination residence as per Item VII of the Schedule of Services and Rates for Personal Property, (Section B). Servicing will apply to major household appliances that have free-moving parts, mechanisms, attachments, or accessories, the movement of which, if not properly serviced, would either damage the appliance or render it inoperative. Such servicing will be in accordance with recommendations of the equipment manufacturer. Examples of such appliances are washing

machines, dryers, ironers, refrigerators, sewing machines, stereo systems, and other similar major appliance items. Servicing includes securing all loose and moving parts of washing machines, ironers, sewing machines, and similar items; securing the chassis of radio and hi-fi/stereo sets; and fastening motors. When property is drayed to the residence as per Item VII of the Schedule of Services and Rates for Personal Property, servicing includes loosening chassis and similar functions necessary to place the appliance in an operating condition. Servicing does not include repairing the mechanical parts of the appliance at origin or when delivered to residence. Examples of disconnecting or reconnecting services not authorized are: removal or installation of television antennas; removal or installation of air conditioners; or plumbing, electrical or carpenter services. When an appliance has been serviced at origin, such appliance will be tagged, labeled, or clearly marked to indicate what must be done to replace the item in working condition at destination. In the event that servicing is not required, as per manufacturer's recommendation, a tag or label will be affixed to indicate "no servicing required". Any and all servicing will be the responsibility of the Contractor, whether such servicing is accomplished by the Contractor or by a servicing activity engaged by the Contractor. The Contractor will also take necessary measures to protect the interior parts of refrigerators, deep freezers, and similar items to prevent damage by mold or mildew during the storage period.

- c. **GUMMED TAPE, LABELS, ADHESIVES.** Gummed tape, labels, or other forms of adhesive applied to surfaces of personal property for identification or protection will damage property if left on the property for extended periods of time. In the placing of labels for identification purposes, care will be taken to place the labels on the backs, inside or underneath portions in order to avoid damage. Adhesives applied to protect property from damages that may occur in handling and movement to storage will be removed prior to placing the property in the storage location of the warehouse.
- d. **MARKING.** Articles will be properly identified at the time of pickup by affixing a numbered tag or tape to the article or packed carton/container. The member's/employee's name and the contents of cartons and containers will be indicated with a marker using general terms such as linens, dishes, kitchen-ware, or mirrors. Each article, carton, or container will be assigned a number that must correspond with the piece number indicated on the inventory. Each lot will be separately identified by being assigned a lot number; each article, carton, or container will have the lot number affixed thereon. The type of identification used and the method of affixing it to the article will be such as not to damage any article so identified. All containers having breakable or fragile articles will have the words "Glass", "Fragile", or "Handle with Care" lettered on two opposite sides. Containers with articles to be kept upright will have the word "UP" stenciled, hand-lettered or printed on four sides and within six inches of the top.
- e. **PROFESSIONAL BOOKS, PAPERS, AND EQUIPMENT (PBP&E)** (Also known as PRO or PRO-Gear). PBP&E will be identified by the member/employee and packed separately from personal property. These items must be clearly identified, listed separately from other personal property on inventories and packing lists, and the containers must be weighed separately from the rest of the storage lots and the total weight of these items properly annotated on the documents. When actual weight of PBP&E cannot be obtained, the ordering officer may authorize the use of a constructive weight of 40 pounds per cubic foot and the Contractor will annotate the inventory to indicate constructive weight.
- f. **EXPENSIVE AND VALUABLE ITEMS.** When items are declared by the member/employee to be expensive and valuable and the member/employee determines the services as provided for herein are not adequate, special handling will be provided at the request of the member/employee

and additional charges, if any, for such special handling will be at the expense of the member/employee. If the member/employee requests insurance coverage, the Contractor will inform the member/employee how such coverage may be obtained.

- g. **MEMBER/EMPLOYEE-PACKED GOODS.** The Contractor will inspect all member/employee packed property to ascertain the contents, condition of the contents and that only articles authorized to be stored under this Agreement are contained therein. Furthermore, when the Contractor determines that property requires repacking, the Contractor will perform such repacking. Once inspected or repacked, the cartons then become Contractor packed and will be so noted on the descriptive inventory. If the member/employee refuses to permit inspection or repacking, the Contractor will request instructions from the ordering officer, prior to continuing the pickup of the item(s) in question. A record of the instructions received will be placed in the member's/employee's file.
- h. **ORIGINAL MANUFACTURERS' CARTONS.** Any original manufacturers' carton will be inspected for proper packaging and to ensure it meets minimum carton specifications. If necessary, the contents will be repacked or the carton placed into a container that meets all required carton specifications, to include size and bursting strength.
- i. **DETERMINATION OF WEIGHTS.** (Gross weight, tare weight, net weight, and constructive weight).
 - (1) The gross, tare, and net weight of each shipment will be provided by the Contractor, on a weight ticket obtained from a United States (US) Government scale (if available), or state certified public truck scale or platform scale. All public scales must be maintained in accordance with the regulations of the state, commonwealth or district having jurisdiction over the scales. All personnel designated to operate the scales will be licensed, or otherwise qualified as weighmasters, as required by the regulatory body.
 - (2) Each weight ticket will reflect the service member's/employee's name, rank/grade, service order number of the shipment, location/address of scales, and signature of the qualified weighmaster. No other alterations will be made. The original of the weight ticket will be furnished to the ordering officer in accordance with Paragraph C-7 c, and a true copy will be retained by the Contractor, attached to the warehouse receipt or service order.
 - (3) The tare weight will be obtained prior to the loading of any shipments, by weighing the vehicle with all pads, dollies, hand trucks, ramps, and any other equipment necessary to perform the contract. No persons will be on (or in) the vehicle at the time of weighing. The fuel tanks on the vehicle will be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when tare weighing is the first weighing performed. The gross weight will be obtained, on a separate ticket, by the same procedures, after the vehicle has been loaded. The same weight ticket may be used only if both weights are obtained at the same scale. The net weight of the lot will be obtained by deducting the tare weight from the gross weight.
 - (4) In the case of multiple shipments or partial loads on the same vehicle, the vehicle will be weighed under the same procedures for the initial tare weight. As each shipment is loaded, a gross weight ticket will be obtained. The gross weight for the previous shipment will subsequently become the tare weight for the next shipment.

- (5) When no certified scale (US Government or State) is available at the point of origin, the gross weight will be obtained at the nearest certified scale (US Government or State), either in the direction of the movement of the shipment, or in the direction of the next pickup or delivery. If no certified scale (US Government or State) is available at origin or any point en route, or at destination, a constructive weight of seven pounds per cubic foot, of properly loaded van space, may be used, if approved by the ordering officer.
 - (6) A Contractor may substitute a certified platform scale for obtaining the net weight of a shipment. In the event the lot is containerized, a separate weight ticket for each container is required. The Contractor will annotate the following on the weight ticket: "Platform Scale Used".
 - (7) Additionally, the ordering officer or their representative will be permitted to accompany in their own conveyance, observe, and inspect, any weighing procedures, at no additional expense to the Government.
 - (8) When a lot has been removed from storage and weighed two or more times prior to delivery to a residence and each subsequent weight obtained is found to be at least 200 pounds less than the weight originally obtained by the Contractor, payment for services performed will be based on the lowest weight. In the event the Contractor has been paid on a higher weight, the Contractor will make reimbursement to the US Government. When an inventory item is missing at destination, the nontemporary storage Contractor will not be responsible for the weight variance if the item was tendered from nontemporary storage to the carrier. Should the reweigh exceed the storage weight by 200 pounds, action will be initiated by the ordering officer for reimbursement of payments to the storage Contractor based on the lowest weight. When a local delivery is requested, only one weight is necessary.
- j. **PACKING AND LOADING AT ORIGIN.** Packing and loading will include removing from the member's/employee's premises all empty containers, packing materials, and other debris accumulated incident to packing and loading.
- k. **DELIVERY AND UNLOADING.** The Contractor will deliver the property to the destination indicated on the DD Form 1164 which includes: unloading at member's/employee's residence; reassembly of items disassembled for storage; servicing of appliances; recording overage, shortage or damage, and one time placing of items in designated rooms in accordance with the member/employee.
- l. **UNPACKING AT DESTINATION.** The Contractor will perform unpacking services as indicated on the DD Form 1164, and services will be completed at the member's/employee's residence between the hours of 0800 and 1700 unless prior approval is received from the member/employee. On a one- time basis, all boxes, cartons, and/or crates will be unpacked and the contents will be placed in a room designated by the member/employee, e.g., kitchenware in the kitchen, unpacked and placed on kitchen counters, tables, or other flat surfaces. The unpacking will be performed at the time the property is delivered to the residence unless specifically waived in writing by the member/employee at the time of delivery. The waiver will be held in the Contractor's file for further reference. When unpacking services are ordered, they will consist of the following:
- (1) Unpacking all containers and placement of the contents in such a manner as to be readily available for use by the member/employee.

- (2) Jointly, with the member/employee, record loss and damage found during delivery and unpacking and furnishing the member/employee three signed copies of the DD Form 1840, Joint Statement of Loss or Damage at Delivery, Figure J-3.
 - (3) Removing from the member's/employee's premises all empty containers, packing materials, and other debris accumulated incident to unpacking unless otherwise specifically requested in writing by the member/employee.
 - (4) Servicing of household appliances in accordance with provision C-4 b.
- m. SPECIAL SERVICING. Articles of an unusual nature may require special servicing for safe transportation and storage. The approval for servicing these articles will be negotiated between the ordering officer and the Contractor prior to performance. Prices are expected at fair and reasonable levels, with the Government as a preferred customer. Rate comparison techniques will be used to assure the reasonableness of the lowest rate available. The agreed rate is a one-time purchase of the services needed and has no effect on subsequent required services. When it is determined by the ordering officer that these articles require special handling that the Contractor is unable to perform, the ordering officer may authorize the Contractor to utilize a professional third party and/or an hourly rate may be used as a basis for the performance of such services. Authorization and payment for the required services will be shown on the DD Form 1164 as required by Clause K-16 (Extras). The agreed upon services and cost of these services will be noted on the DD Form 1164. The Contractor's invoice will include the third party's paid billing as the substantiation of costs.

C-5 INVENTORY

- a. In conjunction with the member/employee or the member's/employee's authorized agent, the Contractor, at the time of pickup, will prepare an accurate, legible inventory (an original and three copies) listing of all items received, including contents of cartons in general terms such as dishes, or linens, bearing the signature of the member/employee or the member's/employee's representative and the Contractor or the Contractor's representative, both certifying to the correctness of the inventory. The listing of articles will be specific to include make, model, color, and serial number when these are visible on the outside of the item. If the serial number is not available, annotate the inventory with "No Serial Number". Such words as "household goods/personal property" or other general descriptive terms will not be used. Special care will be exercised to ensure that the inventory reflects the true condition of the personal property as received. General terms such as marred, scratched, soiled, worn, torn, gouged, and the like will not be used unless they are supplemented with an actual description of the degree and location of the exception. Ditto marks and other types of lines or arrows will not be used.
- b. The listing of upholstered furniture and rugs will be specific as to color, and description, i.e., striped or floral, number of cushions, approximate rug size. All washers, dryers, major electrical appliances and audio-visual equipment will include make, model, and serial number. All firearms will be inventoried as separate articles on the inventory showing the make, model, serial number, and caliber or gauge. Motorcycles will be inventoried as one article, listing its serial number, make, model, year, and mileage when easily available and open to view on the exterior of the item. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle, Figure J-4 or similar form, may be used to annotate descriptive information and condition of motorcycle.

- c. The inventory and service order for storage lots designated for overseas delivery will be clearly marked "for overseas later". Upon ordering out of storage, a descriptive listing of inventory item numbers, i.e., five, ten, and fifteen of the lot, will be listed on the DD Form 1164 and coordinated between the Contractor and the shipping activity to confirm the proper items/lot is being released for shipment overseas.
- d. The Household Goods Descriptive Inventory, Figure J-5, a format or a facsimile thereof containing the same information, will be used by the Contractor to meet the inventory requirements contained in this provision, a. through f.
- e. Exception and location symbols used to describe the condition of the items listed on the inventory must be as shown in Figure J-5.
- f. The inventory will show
 - (1) Contractor's name and mailing address.
 - (2) Destination completed to identify and locate the warehouse(s) in which the lot is stored.
 - (3) Member's/employee's name, grade or rank, and social security number.
 - (4) Pickup address.
 - (5) Service order number.
 - (6) Agreement and effective modification number.
 - (7) Contractor's lot number.
 - (8) Page number and number of pages.
 - (9) Total number of items covered by the inventory.
- g. A legible copy of the completed inventory will be furnished to the member/employee or the member's/employee's agent at the time of pickup. The original and one copy will be furnished to the using activity and a legible copy retained by the storage Contractor. When a combination inventory-warehouse receipt is used, the original and one copy will be furnished to the ordering officer and the Contractor will retain a legible copy. In the event that, upon checking the lot into the warehouse, items are discovered which were omitted from the inventory at residence, they will be added to the original and annotated as additional items not shown on the copy furnished at time of pickup.
- h. For those items separated and identified as expensive and valuable items by the member/employee or the member's/employee's agent, and authorized by the ordering officer, a detailed inventory will be prepared by the Contractor and certified by the member/employee or the member's/employee's agent. This special high value inventory will become an addendum to the total inventory bearing the signature of the Contractor or the Contractor's representative. The listing of expensive and valuable items in cartons will be in specific terms such as: "eight silver forks, eight silver spoons, one silver ladle."

- i. When the storage Contractor handles a lot out to a carrier, the Contractor will furnish the carrier's driver with two legible duplicate copies of the nontemporary storage inventory and will, in conjunction with the carrier's driver, check each item out of the storage lot in accordance with such inventory. If, at the time each item is checked out, there is a difference in the condition of the items from that listed on the nontemporary storage inventory, the carrier's driver will prepare an exception sheet noting any shortage/overage, or differing conditions, cross referenced to the original Contractor's inventory. If no new damage or loss is discovered, an exception sheet will be prepared stating "no differences noted", signed and dated by the warehouseman and driver. When the carrier's driver elects to make a new inventory, any differences as to shortage/overage or conditions, not listed on the original inventory, will be shown on an exception sheet as described above. In the event the opinion of the carrier's driver and the storage Contractor's representative differ as to shortage/overage or condition, both opinions will be listed on the exception sheet and separately identified as to source. Both the carrier's and the storage Contractor's representative will sign and date the exception sheet, each retaining a legible copy for their files. Such exception sheet will remain an internal industry document. In the event a claim is filed with the military activity, the carrier and/or storage Contractor will furnish legible copies of the exception sheet to the claims officer. The Contractor will also furnish a legible copy of the exception sheet to the Contracting Officer when requested.

C-6 STORAGE REQUIREMENTS

- a. Preparation of Articles for Storage.
 - (1) Items having painted, enameled, porcelain, polished, or finished surfaces of other kinds will be so protected as to prevent scratching, marring, or other damages to the surfaces from other items in the lot or from dust or moisture. Articles having such surfaces will be padded and wrapped or covered.
 - (2) Articles such as garden tools, coil springs, or television antennas/satellite dishes, not subject to deterioration by dust need not be wrapped, but corrugated paper or other material will be used to separate these articles from finished articles in the same lot.
 - (3) The member/employee will ensure that power-driven equipment has been drained of all gasoline at the residence. The Contractor will tag or label to verify that no gasoline is present. All batteries will be removed by the member/employee, except for those lots identified as remaining in storage for less than one year, and then the battery may remain. However, whenever the battery remains in the piece of equipment the cables must be disconnected from the battery terminals and the cable ends must be taped.
 - (4) The member/employee has the obligation to remove all the gasoline and the battery from a motorcycle prior to pickup for storage. Also, to lubricate the gas tank interior, carburetor, control cables, and drain the radiator system. Oil does not require removal. Keys will remain with the Contractor, in the member's/employee's file, to facilitate handling and movement. Upon release from storage, the key will be placed in a suitable bag and affixed to the handlebars of the motorcycle. For lots identified as pending overseas movement, the battery may remain in the motorcycle. However, the member/employee must disconnect and tape the ends of the battery cables.

- (5) The member/employee has the obligation to properly prepare their computer for storage to include using the utility disk to lock down any hard drives and inserting the protective blank in any floppy drive(s).

b. PRESERVATION OF ITEMS FOR STORAGE

- (1) Insecticides or repellents will be used to provide constant protection for all materials made wholly or partially of wool and other materials subject to insect damage.
- (2) Rugs, rug pads, and carpets, in addition to an application of insecticides or repellents, will be placed in individual dust-free cylinders or bags/covers of proper length or individually wrapped in 60-pound kraft-type wrapping paper and secured with tape or twine. However, when rugs, rug pads, or carpets are stored in cold storage rooms, or in fumigated rug rooms that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Rolled rugs, pads, and carpets will be stored in rug tubes that will be so constructed that items will not be bent. Rugs, pads, or carpets will not be folded for drayage or storage. Rust-free wire tags or other suitable identification labels not injurious to the fabric indicating the lot number, item number and member's/employee's name will be affixed to the rug and the outside container or wrapping. The warehouse location of rugs, rug pads, and carpets will be recorded as prescribed by provision C-6 d.
- (3) Upholstered furniture, in addition to the application of insecticides or repellents, will be placed in individual containers or covered by prefabricated covers of paper or plastic, or individually wrapped in 60-pound kraft-type paper and secured with tape, twine or equivalent, or shrink wrap materials. When clear plastic coverings are used, care will be taken to prevent fading or bleaching of materials. When such articles are stored in fumigated rooms or in individual containers that are sealed against entrance of dust and escape of fumigants, wrapping is not required. Items will be identified as required in provision C-6 d. (3).
- (4) Items, other than those listed above, susceptible to insect damage will be stored in suitable, sealed containers, protected with insecticides or repellents.
- (5) Pianos and organs will be stored separately whether the Contractor employs "open" or pallet storage. Such instruments will be shrouded in 60-pound kraft-type paper, or in cloth; insecticides or repellents will be placed near the felts. Care will be taken to store such instruments in areas of the warehouse where changes in humidity and temperature are at a minimum. When fumigated piano storage rooms that are sealed against the entrance of dust and escape of fumigants are used, the above specifications will not apply. Identification will be in compliance with provision C-6 d. (3).
- (6) The Contractor will be responsible for ensuring that all chemicals used for repelling insects or vermin do not have a harmful effect on any of the stored materials.
- (7) The Contractor will take all necessary measure for pest control and prevention of mold or mildew and will maintain periodic inspections as frequently as necessary to prevent damage to personal property in storage. The Contractor will maintain, as a minimum, a monthly written record of pest control (insect and rodent) inspections and treatments.

- (8) The Contractor will be responsible for ensuring that firearms are protected from loss, properly marked and stored in the center of the vault or bulk of the lot unless the Contracting Officer has previously approved a separate secured storage area.
- (9) Motorcycles will be placed upright, fully covered, and wrapped in a protective material with nothing touching or pressing on it and may be stored in a separate area of the warehouse. Identification will be in compliance with provision C-6 d. (3).
- (10) Lawn mowers and other power driven equipment will be stored in an upright position at the base of the shipment. If stored in a separate area of the warehouse, identification will be in compliance with provision C-6 d. (3).
- (11) Boats on trailers will be stored on the trailer. Small boats not on trailers can be stored in racks or a separate area in such a manner so as to prevent damage. All items not permanently affixed to the boats will be removed and packed to include inventorying and tagging. The member is obligated to, and Contractor will, ensure that gas tanks are empty and the batteries removed (except that batteries in boats stored for 1 year or less may remain, provided the cables have been disconnected and ends taped). The member/employee will remove the drain plug and if not permanently attached to the boat, place it in a cloth bag, or equivalent and tie it to the boat. Identification will be in compliance with provision C-6 d. (3).

c. STORAGE AREA

- (1) Areas assigned for preparation and storage of personal property will prevent pilferage or damage by sunlight, heat, water or fire. Personal property will be stored in areas that are dry, clean, free from dust, vermin and rodents, have adequate fire protection, and be accessible for routine inspection.
- (2) Minimum clearance above stacks, width of aisles, accessibility of fire aisles, distribution of fire extinguishers will be in accordance with existing local ordinances, the National Fire Protection Association codes, recommendations and standards and other nationally recognized codes and standards, whichever is more rigorous.
- (3) Care will be taken to ensure that personal property is not exposed to hazardous materials or operations inside or outside the warehouse. Flammables/combustibles will be kept in closed metal containers when stored in the warehouse. All combustible material outside the facility must be stored a minimum of 20 feet from the building, i.e., vaults, containers, trailers and vehicles. Severe hazards, as determined by the Contracting Officer, may require further movement and/or a safety certification by the servicing fire department. Local conditions that prevent 20 feet clearance will also require a fire safety certification from local authorities.
- (4) "No Smoking" signs will be conspicuously posted in all storage areas and smoking restrictions will be rigidly enforced. Smoking is prohibited during all phases of the storage program. This includes in the warehouse, around warehouse door areas, during the loading or unloading of vans, and at any time that smoking would endanger the personal property.
- (5) Waste or refuse will be removed from the storage areas at the close of business each day or kept in metal containers with tight-fitting metal lids.

- (6) Docks, aisles, driveways, and entrances will be kept free of storage and equipment not being currently handled or operated.
 - (7) Personal property will be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids maintaining a minimum of at least two inches clearance from the floor to the bottom portion of the stored property. This elevation requirement will apply after the three working day handling-in period. Items waiting for the completion of handling-in services will be protected at all times. Mezzanines, decks, or other permanent structures with solid flooring will also require two-inch elevation of stored property. Containers or property will not be stored in contact with exterior walls. Height of personal property properly stacked loose will not exceed 10 feet. Trashcans, extension ladders, lawn mowers, TV antennas/dishes, swing sets, and other like outdoor items are excluded from these requirements. Segregated items will not be stored on top of movable storage containers or storage boxes.
 - (8) Heating, electrical, plumbing, and other systems will be in good working order, maintained in sound condition and meet all requirements of local ordinances or nationally recognized codes. Extension cords will not be used in the warehouse, except a heavy duty cord may be used to operate hand held power equipment/machines while in use.
 - (9) The operation and/or garaging of all power equipment within the warehouse, with the exception of forklifts, pallet jacks, sweepers, or other items specifically authorized by the Contracting Officer or the fire department is prohibited. Warehouses must be operated in accordance with nationally recognized codes and standards (Such as the American Insurance Association, National Fire Protection Association, or American Standards Association). In addition, local codes and standards will be adhered to. Gas pumps and other fuel storage will meet all provisions of the local ordinances and nationally recognized codes and standards, whichever are more rigorous. Electrical storage batteries will not be recharged in the warehouse unless proper procedure, in accordance with all local and national fire codes and standards, has been taken to prevent explosion from the gas generated.
 - (10) Automatic sprinkler systems require inspection by licensed or qualified sprinkler maintenance Contractor on a quarterly basis, within a 90-day period in accordance with National Fire Protection Association. A licensed Contractor will be required where state or local authorities license such Contractors. Fire detection and reporting systems require inspection of the electronic monitor by a licensed or qualified Contractor on a monthly basis, within a 30-day period.
 - (11) Fire extinguishers will be inspected and serviced at a minimum annually, and properly mounted in accordance with fire codes. All gas or electric warehouse handling equipment must be equipped with the proper type fire extinguisher.
- d. **LOCATOR SYSTEM AND LOT IDENTIFICATION.** The Contractor will maintain an up-to-date locator system that will permit the prompt identification and location of each lot and individual items required to be stored separately.
- (1) An example of an acceptable locator system appears at Figure J-6. An acceptable system requires the following minimum control data for the pallet/box locator sheet: Owner's Name, Rank/Grade, Lot Number, Date in and Type of Storage, Pallet/Box Number, and Location. All pallets/boxes must have an assigned, distinctive number.

- (2) The bottom portion of Figure J-6 reflects a numbering system for control of items by inventory number within each pallet/box. Use of this portion of the locator form is optional, but highly recommended.
 - (3) Segregated items, such as rugs, rug pads, upholstered pieces, pianos, organs, oversized items, lawn mowers, garden tractors, tillers, bicycles, TV antennas, satellite dishes, ladders, tires, motorcycles, and boats, will have an identity tag reflecting the owner's name, lot number, and item number. This tag will be fastened to the item by rustproof wire, string, or plastic.
 - (4) The master locator sheet, reflecting all information on the pallet/box locator sheet and in addition, Service Order Number, each Pallet/Box Number and its location, and a list of segregated items and location, will be kept in the office jacket file. A duplicate copy of the master locator sheet will be kept in either the warehouseman's files, if physically maintained in the warehouse, or affixed to a pallet/stack if warehouse files are not maintained.
- e. **WAREHOUSE SECURITY.** The Contractor will have established protective procedures for the facility(ies) to ensure the adequate safeguards have been taken to preclude unauthorized access. Particular attention will be given to doors, exterior door hinges, windows, skylights, roof vents, cupolas, or metal side panels, to ensure that they do not permit simple entry on the part of unauthorized persons. Specific procedures are to include:
- (1) Contractor's employees within their area of responsibility must be counseled on the importance of security and will be made aware of specific security procedures established by the Contractor for each storage facility.
 - (2) Movement of outsiders within a warehouse will be closely controlled and monitored by the Contractor and/or his/her employees.
 - (3) Two keyed locking mechanisms are required on all warehouse access doors, with keys issued to authorized employees only. An electronic detection system, approved by the Contracting Officer, may be substituted for one of the required locking mechanisms.
 - (4) Access walk-in doors, warehouse doors and warehouse/office windows which would permit warehouse entry by breaking glass panes, requires installation of heavy metal mesh or bars, or installation of an approved electronic detection system.
 - (5) The doors on all closed vans will be secured with heavy-duty (case hardened) padlocks or surface key locks.

C-7 CONTRACTOR'S DUTIES - LOCATION OF STORAGE FACILITIES

- a. The Contractor will complete pickup and drayage services ordered on the date specified on the DD Form 1164 for such services and will proceed in compliance with provisions of Paragraph C-2 e. The Contractor will begin performance of handling-in services upon arrival of the property at the warehouse, to include placing the property within the facility, and will complete placing the property within the facility no later than three working days following the date of pickup. Items waiting for the completing of handling-in services will be protected at all times. When the Contractor chooses to allow the personal property to remain on the truck until the next working day, he/she will be held liable for any loss or damage occurring during this time without regard to

cause. The Contractor will have three working days from the date of pickup to complete the remaining handling-in services. The Contractor will begin performance of handling-out services as ordered; however, the Contractor will be given advance notice of at least five working days.

- b. The Contractor will treat each lot placed in storage as a result of issuance of a DD Form 1164 as a separate entity for the purpose of separation, identification, and delivery and will otherwise comply with all laws and regulations with respect to separate identification.
- c. The Contractor will furnish to the ordering officer within seven working days after receipt of each lot of personal property, the weight certificates, with the original and one copy of a nonnegotiable warehouse receipt for each lot stored. The warehouse receipt will, in addition to the information required by law, contain the following:
 - (1) Member's/employee's name, grade or rank, and social security number.
 - (2) Member's/employee's mailing address as provided in the service order.
 - (3) The number of this Agreement, as modified, and the service order.
 - (4) Inventory description of personal property in accordance with provisions of Paragraph C-5, Figure J-5.
 - (5) Net weight determined in accordance with provisions of Paragraph C-4 i.
 - (6) Location of warehouse, as shown on the inventory form.
 - (7) Contractor's number for the lot.
 - (8) Notation of any overage, shortage, or damage.
 - (9) Liability in accordance with this Agreement.
 - (10) First and last inventory item numbers and total number of inventory items. The use of a legible combination inventory-warehouse receipt form is acceptable if the form contains all the information required by law and this Agreement. When storage or other services are at Government expense, the provisions of the service order and this Agreement will govern in the event of any inconsistency between the service order and Agreement on the one hand and the warehouse receipt on the other. For this purpose, the term "inconsistency" is extended to include any provision of a warehouse receipt that is in addition to, or in excess of, the provisions of a service order or this Agreement.
- d. In the event that, after coming into the custody of the Contractor, personal property is stolen, lost and/or damaged during attempted theft, lost and/or damaged as a result of fire (including water damage incident to a fire), flood, earthquake, tornado, or any other similar type of occurrence, or if the property is subject to the probability of loss and/or damage so that without preventive measures being taken, loss and/or damage is likely to result, the Contractor will immediately notify the Contracting Officer by the quickest means of communication, and the Contractor will take immediate action to protect the property from further loss and/or damage. The Contracting Officer will immediately conduct an investigation into the circumstances surrounding the incident to determine the responsibility for the incident and/or release of such responsibility on the part of

the Contractor. The Contracting Officer reserves the right to award/not award any business during the period of the investigation.

- (1) The Contractor will immediately, at its own expense, proceed to unpack all affected containers, boxes, or cartons. The Contractor will take such steps as are necessary to properly dry items that are wet or damp. The Contractor will submit within 10 working days, or such longer period as the Contracting Officer may authorize, in writing, a report, at no cost to the Government, of the loss and/or damage to each item or article listed on the inventory or warehouse receipt, in duplicate, to the ordering officer(s), with a copy to the Contracting Officer. In addition, the Contractor will, as directed by the ordering officer, accomplish dry cleaning, laundering, oiling finished surfaces with a furniture oil, and other similar preventative measures, and repack and restack the items for continued storage. Reimbursement, if authorized by the Contracting Officer, to the Contractor for work done in conjunction with avoiding or mitigating damages due to disasters covered by this provision will not exceed actual costs and will include no direct or indirect element of profit to the Contractor. The Contractor will maintain a complete record of all labor and material (by lot) used in carrying out these duties and responsibilities. In no event will the Government be financially responsible for any costs included in the Contractor's insurance coverage for which his/her insurance carrier assumes the responsibility for payment.
 - (2) Costs incurred by the Contractor incident to the performance of the services directed by the ordering officer will be borne initially by the Government subject to a final decision by the Contracting Officer of the Contractor's liability. The Contractor will not dispose of any damaged items or articles except with the written approval of the ordering officer.
 - (3) No action taken by the Contracting Officer under this provision will in any way constitute a waiver of the liability imposed by Section H-6 (Liability for Care of Property) upon the Contractor who will continue to be liable in accordance with the provisions thereof as if no action had been taken under this provision, nor will it be deemed to constitute a waiver of any other liability imposed by law or by any of the other provisions of this Agreement.
 - (4) In any other cases of shortage or damage to personal property while in its possession, custody, or control, the Contractor will, without additional cost to the Government, furnish to the ordering officer a complete report of the incident, in duplicate, with a copy to the Contracting Officer, within five working days, following the detection and/or occurrence.
- e. The Contractor agrees that while personal property remains in a warehouse under the provisions of this Agreement, the Contractor will maintain such warehouse in accordance with the Department of Defense fire protection standards and recognized national and local fire ordinances or codes, to include National Fire Protection Association recommendations and standards.
 - f. Whenever a change in business organization or corporate structure, e.g., stock sale/transfer, name change, officer change, or sale, is anticipated or planned, the Contractor will notify the Contracting Officer immediately, but in no event later than 30 days prior to effecting the change. The Contractor agrees to notify the Contracting Officer, in writing, immediately when changes, e.g., bankruptcies, foreclosures, warehouse seizures, levies, search warrants, occur which may affect performance under the Agreement or responsibility in accordance with the FAR.
 - g. The Contractor will not release personal property from storage during the storage period except upon the written authorization of the ordering officer.

- h. The Contractor will procure warehousemen's legal liability insurance and furnish to the Contracting Officer a certificate of insurance from the insurance company (See Figure J-7) to cover personal property stored in the Contractor's warehouse(s). The Contractor will:
- (1) Maintain coverage in force for property accepted by the Contractor under contract for any Government agency.
 - (2) Maintain coverage in minimum limits of \$1.25 per pound at each location.
 - (3) Provide a 30-day advance written notice to the Contracting Officer in event of cancellation or any material change and/or reduction in the coverage. Upon cancellation of the present insurance policy, the Contractor must provide evidence of continuing insurance to the Contracting Officer at least 10 days prior to cancellation date of present policy.
 - (4) Maintain deductibles in any policy which are applicable on an occurrence basis and which do not exceed \$100.
 - (5) Maintain Warehousemen's Legal Liability Insurance with an underwriter who maintains a policyholder's rating of "A" or better in the current issue of Best's Insurance Guide. A Reinsurance Assumption Endorsement may be executed by an underwriter to meet the required criteria.
- i. The Contractor will store personal property only in facilities listed below:

LOCATION (Street Address, City, State, Zip Code)	FIRE CLASS	WEIGHT LIMIT	WAREHOUSE NO/CODE
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Note: At no time will the total weight stored exceed the weight in pounds authorized for each location. To ensure that limits indicated for each location are not exceeded, a record will be maintained for each location reflecting the number of lots and total weight of lots stored by the Government under this and other Agreements.

- j. In cases where an insurance carrier of the member/employee, or Contractor, assumes responsibility for the cost or makes payment to the Contractor for any or all of the preventative measures, the expenses of which are to be borne by the Government, the Contractor will, as soon as practicable, notify the Contracting Officer thereof. Where the Government has already made payment, the Contractor will, in accordance with the direction of the Contracting Officer, reimburse the Government to the extent that the insurance carrier has made payments.
- k. The Contractor will, without additional expense to the Government, be responsible for obtaining any necessary operating authority, licenses and permits prior to award of a resultant contract and for complying with all laws, ordinances, statutes and regulations in connection with the furnishing of the services herein.

SECTION D - RESERVED

SECTION E - INSPECTION OF TRANSPORTATION (FAR 52.246-14)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor will furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

SECTION F - PERFORMANCE PERIOD

The estimated period of storage will be set forth on service orders issued in accordance with Section H-3 (Service Orders).

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 PAYMENT ADDRESS

Indicate below the address where payment will be mailed.

G-2 INVOICES

Invoices will be submitted in original and four copies to the ordering officer unless otherwise directed by the ordering officer. Mechanized invoices may be used provided they satisfy the requirements of the FAR and supplements thereto and accounting practices of the individual military Services/Agencies. Government furnished invoices must be used when provided. Invoices will be submitted (a) monthly with respect to pre-storage, handling-in, handling-out, and post-storage services and (b) quarterly with respect to storage. Either consolidated or single lot quarterly invoices for storage will be submitted and will contain the following information for each lot number.

- (1) Basic Ordering Agreement Number and rate modification number.
- (2) Service order number.
- (3) Period of storage for which payment is claimed.
- (4) Item designation of services for which payment is claimed from the Schedule of Services and Rates for Personal Property, (Section B).
- (5) Contractor's lot number.

- (6) Weight as determined in Paragraph C-4 i.
- (7) Member's/employee's name(s), grade(s) or rank(s), and social security number(s).
- (8) The fund citation(s) appearing on initial or supplemental service order(s).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 RATE SUBMISSION

- a. Rates will be submitted by the Contractor on company stationery/letterhead or on the Schedule of Services and Rates for Personal Property (Section B). Rate decreases may be submitted on or before the fifteenth of any month to become effective on the first day of the second subsequent month. Rate increases may only be filed to become effective 1 May or 1 November. Rates submitted will remain in effect until revised as provided herein. Revised rates will be incorporated into the Agreement by modification. Rate submissions must be postmarked no later than the fifteenth of the entry month, regardless of weekends and holidays. Each rate item is considered individually. Increases for any single item can be accepted only during the period for increases. All rates become effective on the first calendar day of a given month.
- b. Contractors must submit offers for all zones and on all items enumerated in the Schedule of Services and Rates for Personal Property (Section B). If there is to be no charge for an item, an entry such as "No Charge", or the letters "NC", must be made in the unit price column of the schedule. If the Contractor does not have operating authority for a zone listed on the schedule, an entry of "No Operating Authority" or "NOA" must be entered in the unit price column of the rate schedule. When rate schedules are filed at more than one installation, the rates for Item I - Packing, Item II - Special Services (Wardrobes/Hi-Value Items), Item IV - Handling-In, Item V - Storage, Item VI - Handling-Out and Item VIII - Unpacking, must be the same for each installation. For example, the price of Item I must be identical to the price for Item I in a second rate schedule submitted for another installation.
- c. Contractor must submit a properly completed Certificate of Independent Price Determination, Figure J-8, with all rate filings.
- d. The rate schedule is intended to be all-inclusive. The ordering officer, in writing, may approve payment for unusual service requirements in advance, depending on the specifics of the individual move.
- e. The signing of this Agreement is a certification that the prices shown are no higher than the rates charged the most favored customer being furnished the services contemplated.

H-2 USING ACTIVITIES - ORDERING OFFICERS

- a. The Contracting Officer executing this Agreement will notify the Contractor, in writing, of the names and locations of using activities authorized to issue service orders for personal property under this Agreement. The Contracting Officer of each using activity will notify the Contractor and the Contracting Officer, in writing, of the names of all ordering officers authorized to issue service orders for the using activity under this Agreement.

- b. When the ordering officer determines that the member/employee is no longer entitled to storage of personal property at Government expense, the ordering officer will give the Contractor, in writing, a 30 day notification of such determination. Copy of this notification is provided to the member/employee. The ordering officer will also provide the Contractor with the member's/employee's permanent mailing address. At the expiration of the entitlement period, the ordering officer will deliver to the member/employee the original copy of the warehouse receipt and/or combination inventory-warehouse receipt for the personal property and the Contractor will thereafter recognize the member/employee as the depositor of the personal property and look to the member/employee for payment of such future charges not payable by the Government.
- c. The Government will be liable only for payment of charges resulting from the performance of services, furnishing of materials or facilities, as ordered by the ordering officers.
- d. Except to the extent of service order(s) issued hereunder, the Agreement will not constitute a contractual obligation of the Government or obligate Government funds in any way.

H-3 SERVICE ORDERS

- a. When a using activity requires the service of a Contractor, the using activity ordering officer will notify the Contractor that, the Contractor's offer has been accepted, the estimated weight of the personal property involved, and any other information as may be pertinent. This acceptance may be oral or in writing but oral acceptance will be followed by written confirmation (DD Form 1164).
- b. When a Contractor has the facilities available and capability to perform the requested services, the Contractor will advise the ordering officer of the acceptance of the order to perform and provide a lot number. Rates in effect on the date of offer are the rates applicable and thereafter used. If the Contractor cannot continue its offer during a given period of time or at a specific storage facility, the Contractor will notify the ordering officer orally. Written confirmation must be sent to the ordering officer and the Contracting Officer. Selective refusal, i.e., a Contractor's failure to honor its offer on a selective basis indicating continuous avoidance of service orders by size or service area is a violation of this clause and may be grounds for termination as well as a determination the Contractor is not responsible.
- c. To confirm the acceptance, the ordering officer will issue a DD Form 1164 incorporating the terms of the acceptance, within the time set forth in the Contractor's offer of services. Upon receipt of the service order, the Contractor will be obligated to furnish the specified services in accordance with the provisions of the service order and this Agreement. An enforceable contract is entered into when the Contractor receives the Government service order for the specified services in accordance with the terms and conditions of this Agreement. Upon receipt of the initial service order (with respect to any lot of personal property), the Contractor will be obligated to furnish such additional services listed in the Schedule of Services and Rates for Personal Property (Section B), or authorized under Clause K-16 (Extras), as may be ordered by supplemental service orders in effect at the time of the initial order. Service orders will not exceed \$10,000. In the event a service exceeds this amount, an additional order will be issued under the most current Agreement.
- d. Initial service orders will be for a period ending on the day preceding the first day of the succeeding Government fiscal year (or in the case of temporary storage, for a period ending not later than six months thereafter). In each case, the service order will be renewable, at the option

of the Government, for four successive fiscal years on an annual basis (or such lesser period as the services are required) at the same rates and on the same terms as in effect under the initial service order. Renewal will be evidenced by written notice to the Contractor. The date of performance of, and citation of funds for, handling-out and post-storage services will be included in a supplemental service order. For lots remaining in storage under this Agreement past the fourth successive fiscal year, the active Contractor will be obligated to negotiate rates not to exceed his/her present rates for an additional four successive fiscal years. For inactive Basic Ordering Agreements, the Contracting Officer will negotiate the rate on an annual basis.

- e. When it is known by the ordering officer, prior to the issuance of a service order, that a portion of the member's/employee's personal property will be withdrawn at Government expense for subsequent shipment, and the other portion will remain in storage, two separate service orders will be issued and the transaction treated as two lots which will require two inventories and two warehouse receipts. When the ordering officer does not know this information and the member/employee is, subsequent to storage, entitled to partial removal, a supplemental service order will be issued for handling out of only that portion of the lot which must be handled to permit removal of the property for shipment, and handling-in for the portion which must be restored. Actual weight must be determined by weighing the articles released from storage and subtracting this weight from the original storage weight. The Contractor will provide the ordering officer with an estimate of the total weight to be handled out prior to issuance of the service order for partial removal. The Contractor will furnish to the ordering officer a new or revised warehouse receipt and/or combination inventory warehouse receipt, original and one copy, listing only those items remaining in storage, conforming with the provisions of C-7.

H-4 CHARGES

- a. Charges under initial service orders and all supplemental orders will be computed at the rates set forth in the Schedule of Services and Rates for Personal Property (Section B) in effect on the date services are ordered under the initial service order.
- b. Monthly storage charges will be payable in accordance with the rates set forth in the Schedule of Services and Rates for Personal Property (Section B) and computations set forth below:
 - (1) Storage charges are payable for a calendar month, except one-half month's storage charge will be paid on lots received for storage on or after the 16th day of a month and lots released from storage on or before the 15th day of a month.
 - (2) In the event a partial removal of a lot is made or destruction or loss occurs on or before the 15th day of a month, the Contractor will be paid one-half month's storage for the beginning weight and one-half month's storage for the remaining weight for that month. If the partial removal is made, or destruction or loss occurs, on or after the 16th day of the month, the Contractor will be paid a full month storage for the weight recorded at the beginning of the month. Charges for the succeeding month(s) will be computed on the weight remaining in storage. (Handling-out and handling-in charges, per Paragraph H-4, will be in addition to the storage charges.)
- c. Charges for items described in the Schedule of Services and Rates for Personal Property (Section B) will be computed on the basis of the net weight of the lot including necessary cartons, packaging, packaging materials, crates for mirrors, pictures, table tops, but excluding the weight of any blocking, bracing, dunnage, pallets, pallet boxes, and other containers.

- d. All items of service ordered will be subject to and payable on the basis of a minimum weight of 500 pounds net.
- e. Where partial removal of a lot is less than 100 pounds, no adjustment will be made in the remaining storage weight.
- f. The Government will not be liable for storage or service charges in connection with that portion of a lot that is in excess of weight limitations imposed by law or regulation or in connection with lots remaining in storage after the expiration of the period of entitlement of a member/employee to storage at Government expense.
- g. The Contractor will provide such special handling and additional protection as the member/employee may request. However, the charge will be a matter of independent agreement with the member/employee, and the Government will not be liable therefore.

H-5 COMPENSATION

- a. The Government reserves the right to award the contract for transportation of any lot of personal property stored with a Contractor to any carrier the Government may select. The Contractor will promptly, and in accordance with the direction of the ordering officer, make lots available to the receiving carrier on a properly protected loading area of the Contractor in a condition satisfactory to be received by such carrier. The Contractor will permit any such carrier to inventory and load property from its facility without any charge to the receiving carrier or the Government and will acknowledge the receiving carrier's notation of damage or shortage by signing the receiving carrier's exception sheet or rider, noting the damages and/or shortages, or by allowing the receiving carrier's agent to note damages and/or shortages on the Contractor's inventory form. The Contractor is obligated to repack, at no cost to the Government, any carton refused by the carrier due to improper packing that has been verified by the ordering officer, or their representative.
- b. In the event the carrier does not pick up the lot on the specified date, between the hours of 0800 and 1700, the Contractor will notify the ordering officer and continue to store, protect and be responsible for the property. Compensation will be made for restoring the shipment, upon approval of the ordering officer. The DD Form 1164 will be amended and/or reissued to authorize the additional cost and document the carrier failure as the cause of the additional cost. The Personal Property Shipping Officer will initiate set-off action against the carrier on the Government Bill of Lading through the Service finance center for the extra charges attributed to the carrier for not picking up the storage lot as scheduled. In the event a storage Contractor fails to prepare a lot (either partial or full) for pickup by the linehaul carrier on the agreed date, the ordering officer will advise the Contracting Officer. The Contracting Officer will initiate set-off action against the Contractor for the extra charges attributed to the Contractor for not preparing the storage lot as ordered.
- c. When it is desired to remove all or part of a lot from the Contractor's warehouse, the Contractor may be unable to deliver some items to the carrier because of inability to locate them. In the event that the Contractor subsequently finds these items in the warehouse, the Contractor will be responsible for all shipping charges (in excess of what it would have cost the Government had the item(s) moved with the main lot) from the storage facility to the base, installation or home address where the member/employee is located. In the event the wrong lot or items are shipped/delivered, the Contractor will be responsible for shipping costs of returning the erroneous

lot or items and delivering the correct lot or items. Compensation to the Contractor will not be over and above what it would have originally cost had the correct lot or items been delivered.

- d. When the Contractor attempts pickup at residence on the date specified on the DD Form 1164, and the member/employee or member's/employee's representative is not available at the residence, the Contractor, upon approval of the ordering officer, will be paid the drayage rate (Item III, Schedule of Services and Rates for Personal Property (Section B)) on a 500 pound shipment (minimum weight).
- e. When the Contractor attempts delivery at the residence on the date specified on the DD Form 1164, and the member/employee is unable to accept the shipment at the residence, and the Contractor returns the shipment to his/her warehouse, the Contractor, upon approval of the ordering officer, will be paid the handling and delivery rate (Item IV and Item VII, Schedule of Services and Rates for Personal Property (Section B)) on the actual weight.
- f. When ordered on the DD Form 1164, the Contractor will prepare an inventory for high/extraordinary value items and such "special services" will be payable according to the rates set forth in the Schedule of Services and Rates for Personal Property (Section B). The ordering officer must annotate the requested special services on the DD Form 1164.

H-6 LIABILITY FOR CARE OF PROPERTY

- a. Except as hereafter provided, and notwithstanding payment for storage and other services, the Contractor will be liable in an amount not exceeding \$1.25 times the net weight (in pounds) of the shipment for any loss or damage to personal property caused by the failure to exercise the care of a reasonably prudent owner of similar property. The Contractor will not be liable for any loss or damage to the personal property that is caused by acts or conditions beyond its control and without fault or negligence. The Contractor will not be liable for loss or damage to any documents, evidence of debt, money, records, specie, jewelry, accounts, bills, currency, deeds, notes, stamps, securities, common carrier or other tickets, passports or letters of credit not specifically listed on the warehouse receipt and will be under no obligation to accept the same for storage; however, if such property is accepted and listed on a warehouse receipt, the Contractor will be liable for such property in the same manner as it is liable for personal property.
- b. The Contractor will inform the member/employee of their right to declare, in writing, a value of any article or package of personal property in excess of \$1.25 per pound times the net weight of the shipment.
- c. The Contractor will make prompt settlement directly to the member/employee or the Government on any claim for loss or damage to personal property for which there is liability under the provisions of this Agreement. Contractors receiving a written claim for loss or damage to property stored by it will acknowledge receipt of such claim, in writing, to the claimant (either the member/employee or the Government) within 10 working days after its receipt by the Contractor. The Contractor will, at the time such claim is received, cause the date of receipt to be recorded on the claim. Every Contractor that receives a claim for loss or damage to personal property stored by it will pay, decline, or make a firm compromise settlement offer, in writing, to the claimant within 120 days after receipt of the claim by the Contractor. However, if the claim is not settled within the 120-day period, the Contractor will at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for delay in making final disposition. The Contractor will

request an extension from the claimant in writing. If the Government is the claimant, the Contractor understands that the Government claims office can proceed to collect the claim by administrative offset if it is not settled within 120 days of receipt or within an agreed extension time.

- d. In the event the Contractor stores personal property in a facility that has not been approved by the Contracting Officer, the Contractor will be absolutely liable for all loss or damage to the property, without regard to cause. The Contractor will be responsible for all costs associated with the movement of the storage lots to an approved warehouse.

H-7 ANNUAL DOCUMENTATION REQUIREMENT

The Contractor will furnish all required documentation listed in Figure J-9, Annual Review Requirements, prior to the date indicated.

H-8 POSSESSION OF THIS AGREEMENT

The Contractor will possess a copy of this Agreement, including modifications, which will be readily available for Department of Defense inspectors. The Contractor is responsible for ensuring that his/her employees are familiar with the provisions (with modifications) of this Agreement.

H-9 SUBCONTRACTING

The Contractor will not subcontract with other persons or firms for the performance of any service ordered under this Agreement unless prior written approval has been received from the Contracting Officer.

H-10 REPORTING PROCEDURES FOR LOSS AND DAMAGE

- a. Upon delivery of the personal property, it is the responsibility of the Contractor to provide the member/employee with three copies of DD Form 1840, Joint Statement of Loss or Damage at Delivery, Figure J-3, and DD Form 1840R, Notice of Loss or Damage, Figure J-10, and to obtain a receipt therefor in the space provided on the DD Form 1840. The Contractor will also provide a copy of the completed DD Form 1840 to the ordering officer within 30 days of the date of delivery of personal property to the member/employee. Jointly with the member/employee, loss of or damage to the personal property will be noted at the time of delivery on the DD Form 1840. For later discovered loss or damage, including that involving packed items for which unpacking has been waived in writing, written documentation on DD Form 1840R advising the Contractor of later discovered loss or damage, dispatched not later than 75 days following delivery, will be accepted by the Contractor as overcoming the presumption of the correctness of the delivery receipt.
- b. The Contractor's failure to provide DD Form 1840 and 1840R and to have proof thereof will eliminate any requirement for notification to the Contractor. Written notice using DD Forms 1840 and 1840R is not required by the Contractor in case of major incidents described by provision C-7 d, which requires the Contractor to notify the Contracting Officer and ordering

officers of the details of fires, vandalism, and similar incidents which produce significant loss, damage, or delay.

- c. Loss of or damage to personal property discovered more than 75 days after the date of delivery will be presumed not to have occurred while the property was in possession of the Contractor unless good cause for the delay is shown, such as the officially recognized absence or hospitalization of the member/employee during all or a portion of the period of 75 days from the date of delivery.
- d. The Contractor will be deemed to have waived the right to inspect if:
 - (1) Exceptions were taken at time of delivery and the Contractor fails to inspect within 75 days from the date of delivery; or if:
 - (2) Written documentation of loss or damage has been dispatched within 75 days from the date of delivery and the Contractor fails to inspect within 45 days from the date of such dispatch or 75 days from the date of delivery, whichever is later.
- e. No claim will be denied due solely to the Contractor's lack of opportunity to inspect prior to repair when the nature of the damaged item, such as a refrigerator, washer, dryer, or television, required immediate repair.
- f. The 120-day period within which Contractors must settle a claim for loss or damage does not commence until receipt of a formal claim.
- g. It is agreed that the claim will be limited to the items indicated on the DD Forms 1840 and 1840R, except as indicated above. The claim for loss and/or damage will not be limited to the general description of loss or damage to those items noted on DD Forms 1840 and 1840R.

H-11 ORDERING OFFICERS' CONTRACT REPORTING RESPONSIBILITIES

All service orders issued and accepted against this Agreement will be reported into the Federal Procurement Data System. The ordering officer will provide the necessary information to the local contracting office responsible for the ordering officer's appointment. Reporting requirements will be in accordance with DFARS 204.670-2, Reportable contracting actions.

H-12 STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22)

DELETED (See Paragraph K-7)

H-13 NOTICE - FACSIMILE DOCUMENTS

Policy on acceptability of documents transmitted by a facsimile machine in relation to this Agreement. No facsimile of the following documents will be accepted. Original signatures of authorized representatives of your company or original signature certifications are required.

- a. Rate change requests (Reference: Paragraph H-1 a).

- b. Insurance certificates (Reference: Paragraph C-7 h.).
- c. Financial statements (Reference: Annual Review Requirements, Figure J-9).
- d. Signature pages (Ref: Section A, Pages 1 and 2).

Facsimiles will be accepted for Freedom of Information Act requests but will not be answered by facsimile. Other documents under the Agreement will be accepted by the Contracting Officer on a case-by-case basis.

PART II

SECTION I - CONTRACT CLAUSES

I-1 WAGE RATE DETERMINATION

(Subparagraphs are applicable if block has an "x")

- () a. Wage rate determination applicable to this Agreement.
- () b. Service Contract Act (SCA) Minimum Wages and Fringe Benefits FAR 52.222-47 (May 1989)

An SCA wage determination applicable to this work has been requested from the US Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors will consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor_____and the _____(union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and Paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that Agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the Agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the Agreement are substantially at variance with the wages prevailing in the area.

I-2 FAR 52.243-1 CHANGES - FIXED-PRICE, ALTERNATE I (APR 1984)

- a. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance, i.e., hours of the day, days of the week.
 - (3) Place of performance of the services.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer will make an equitable adjustment in the Agreement price, the delivery schedule, or both, and will modify the Agreement.
- c. The Contractor must assert its right to an adjustment under this Agreement within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the Agreement.

- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer will have the right to prescribe the manner of the disposition of the property.
- e. Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause will excuse the Contractor from proceeding with the contract as changed.

I-3 FAR 52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order:

- a. The Schedule (excluding the specifications).
- b. Representations and other instructions.
- c. Contract clauses.
- d. Other documents, exhibits, and attachments.
- e. The specifications.

I-4 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation Clauses: <http://www.arnet.gov/far/>

Defense Federal Acquisition Regulation Supplement Clauses: <http://farsite.hill.af.mil/VFDFARa.htm>

Table J-1. Federal Acquisition Regulation Clauses (48 CFR Chapter 1)

	Number	Title	Date
I-5	52.202.1	Definitions	December 2001
I-6	52.203-3	Gratuities	April 1984
I-7	52-203-5	Covenant Against Contingent Fees	April 1984
I-8	52.203-7	Anti-Kickback Procedures	July 1995
I-9	52.215-2	Audit and Records - Negotiation	June 1999
I-10	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	January 1999
I-11	52.219-8	Utilization of Small Business Concerns	October 2000
I-12	52.222-3	Convict Labor	August 1996
I-13	52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	September 2000
I-14	52.222-12	Contract Termination-Debarment	February 1988
I-15	52.222-14	Disputes Concerning Labor Standards	February 1988

	Number	Title	Date
I-16	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
I-17	52.222-36	Affirmative Action for Workers with Disabilities	June 1998
I-18	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
I-19	52.222-41	Service Contract Act of 1965, as amended	May 1989
I-20	52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
I-21	52.223-6	Drug-Free Workplace	May 2001
I-22	52.224-1	Privacy Act Notification	April 1984
I-23	52.224-2	Privacy Act	April 1984
I-24	52.229-3	Federal, State, and Local Taxes	January 1991
I-25	52.229-5	Taxes - Contracts Performed in US Possessions or Puerto Rico	April 1984
I-26	52.232-1	Payments	April 1984
I-27	52.232-8	Discounts for Prompt Payment	May 1997
I-28	52.232-17	Interest	June 1996
I-29	52.232-23	Assignment of Claims	January 1986
I-30	52.232-25	Prompt Payment	May 2001
I-31	52.233-1	Disputes	December 1998
I-32	52.233-3	Protest After Award	August 1996
I-33	52.237-2	Protection of Government Buildings, Equipment and Vegetation	April 1984
I-34	52.246-4	Inspection of Services - Fixed Price	August 1996
I-35	52.247-12	Supervision, Labor, or Material	April 1984
I-36	52.247-17	Charges	April 1984
I-37	52.247-28	Contractor's Invoices	April 1984
I-38	52.249-4	Termination for Convenience of the Government (Services) (Short Form)	April 1984
I-39	52.249-8	Default (Fixed-Price Supply and Service) Alternative 1	April 1984

Table J-2. Defense Far Supplement Clauses (48 CFR Chapter 2)

	Number	Title	Date
I-40	252.232-7000	Advance Payment Pool	December 1991
I-41	252.225-7001	Buy American Act and Balance of Payments Program	March 1998

PART III

SECTION J - LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS

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3. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle, Figure J-4	J-53
4. Household Goods Descriptive Inventory, Figure J-5	J-55
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PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

K-1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- a. The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) of this provision,

_____. (Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his/her position in the offeror's organization)
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) of this provision.
- c. If the offeror deletes or modifies Subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-2 FAR 52.203-4 RESERVED

K-3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in Paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. § 7701(c), Taxpayer Identifying Number and § 3325(d), Vouchers, reporting requirements of 26 U.S.C. § 6041, Information at Source, § 6041A, Returns Regarding Payments of Remuneration for Services and Direct Sales, and § 6050M, Returns Relating to Persons Receiving Contracts from Federal Executive Agencies and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.
- (d) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign Government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in Paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K-4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (December 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in Paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror will provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in Paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in Paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-5 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

DELETED

K-6 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

DELETED

K-7 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in Paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in Paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror will enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture will submit a separate signed copy of the HUBZone representation.

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror will check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. § 101(2), with a disability that is service-connected, as defined in 38 U.S.C. § 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in Paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. § 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-8 FAR 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984)

DELETED

K-9 FAR 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

DELETED

K-10 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities

are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- (c) The Contractor will include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K-11 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- a. It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- b. It [] has, [] has not, filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-12 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not [] previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-13 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

Notice:

The following terms of this clause are waived for this contract:

_____ [Contracting Officer will list terms].

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor will comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor will provide information necessary to determine the applicability of this clause.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it will not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This will include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor will post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor will comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor will furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor will also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor will, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor will permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor will permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against

the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

- (10) The Contractor will include the terms and conditions of Subparagraph (b) (1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 - (11) The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clauses in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

K-14 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

DELETED

K-15 FAR 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

DELETED

K-16 FAR 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras will be made unless the Contracting Officer has authorized such extras and the price in writing.

SERVICE ORDER FOR PERSONAL PROPERTY									
1. TO (Contractor)					2. FROM (Ordering Office)				
a. NAME					a. NAME				
b. ADDRESS (Street, City, State, ZIP Code)					b. ADDRESS (Street, City, State, ZIP Code)				
3. THIS SERVICE ORDER IS ISSUED AND AN ORDER IS HEREBY PLACED WITH YOU, ACCEPTING YOUR OFFER (ORAL OR WRITTEN) FOR SERVICES ON (enter date) _____, SUBJECT TO THE PROVISIONS OF THE BELOW-NUMBERED BASIC ORDERING AGREEMENT FOR THE FOLLOWING SERVICES:									
a. SCAC CODE		b. FEDERAL AGENCY		c. APPROPRIATION IDENTITY		d. BASIC ORDERING AGREEMENT NUMBER		e. MODIFICATION NUMBER	
f. SERVICE ORDER NUMBER				g. LOT NUMBER		h. LOCATION OF PROPERTY (Street, City, State, ZIP Code)			
(1) OLD									
(2) NEW									
i. ESTIMATED STORAGE PERIOD		j. PICK-UP DATE (YYYYMMDD)		k. STORAGE EXPIRATION DATE (YYYYMMDD)		l. ESTIMATED WEIGHT		m. WEIGHT IN STORAGE (ACTUAL)	
n. OWNER									
(1) NAME (Last, First, Middle Initial)					(2) PERMANENT ADDRESS (Street, City, State, ZIP Code)				
(3) PAY GRADE									
(4) SSN									
4. NEW ACCOUNTS - SERVICES ORDERED									
a. PACKING ITEM I		b. SPECIAL SERVICES			c. DRAYAGE-IN ITEM III		d. HANDLING-IN ITEM IV		e. STORAGE ITEM V
		(1) WARDROBE - ITEM IIA	(2) EXPENSIVE/VALUABLE ITEM - ITEM IIB						
RATE		NO.	RATE	NO.	RATE	ZONE		RATE	RATE
\$			\$		\$			\$	\$
5. REMOVAL ACTIONS									
a. APPROPRIATION IDENTITY			b. STORAGE REMOVAL DATE (YYYYMMDD)			c. DELIVERY ADDRESS (Street, City, State, ZIP Code)			
d. SERVICES ORDERED									
(1) HANDLING IN ITEM IV		(2) HANDLING OUT ITEM VI		(3) DRAYAGE-OUT ITEM VII		(4) UNPACKING ITEM VIII		(5) WEIGHT REHANDLED	
RATE		RATE		ZONE		RATE		RATE	
\$		\$				\$		\$	
6. REMARKS									
7. SPECIAL INSTRUCTIONS									
a. MAIL INVOICES TO:									
b. STORAGE AUTHORITY:									
c. MAXIMUM WEIGHT CHARGEABLE TO GOVERNMENT _____ LBS. Weight in excess of such maximum will be charged to the owner.									
d. ESTIMATED COST OF THE SERVICES IS \$ _____. You are not to perform any service which will result in contract costs in excess of the above sum, unless authorized in writing by the ordering officer.									
e. ACCOUNTING CLASSIFICATION:									
8. CERTIFICATION (To be completed by Ordering Office) Commercial storage has been determined to be more economical than government storage.									
a. TYPED NAME (Last, First, Middle Initial)			b. TITLE			c. SIGNATURE			d. DATE SIGNED (YYYYMMDD)

DD FORM 1164, SEP 1998 (EG)
Designed using Perform Pro, WHS/DIOR, Sep 98

PREVIOUS EDITION IS OBSOLETE.

COPY DESIGNATION: ☐ Original ☐ 2 ☐ 3
(X) ☐ 4 ☐ 5 ☐ 6 ☐ 7

Figure J-2. Service Order For Personal Property (DD Form 1164)

JOINT STATEMENT OF LOSS OR DAMAGE AT DELIVERY			
<u>Privacy Act Statement</u>			
AUTHORITY:	The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 31 U.S.C. 3721 et seq., 31 U.S.C. 3711 et seq., and EO 9397, November 1943 (SSN).		
PRINCIPLE PURPOSE(S):	The information requested is to be used in evaluating claims.		
ROUTINE USE(S):	The information requested is used in the settlement of claims for loss, damage or destruction of personal property and recovery from liable third parties.		
DISCLOSURE:	Voluntary; however, failure to supply the requested information or to execute the form may delay or otherwise hinder the payment of your claim.		
GENERAL INSTRUCTIONS: The carrier's/contractor's representative will complete and sign DD Form 1840 and obtain the signature of the member or member's agent. The member or member's agent will not, under any circumstances, sign a blank or partially completed DD Form 1840. Three completed copies of DD Form 1840 and blank DD Forms 1840R will be provided the member or member's agent by the carrier's/contractor's representative for each shipment. If no loss or damage is involved, write "NONE" in description column.			
SECTION A - GENERAL (To be completed by carrier/contractor)			
1. NAME OF OWNER (Last, First, Middle Initial)	2. SOCIAL SECURITY NO.	3. RANK OR GRADE	4. NET WT OF SHIPMENT
5. ORIGIN OF SHIPMENT (City and State/Country)		6. DESTINATION OF SHIPMENT (City and State/Country)	
7. PPGBL/ORDER NUMBER	8. PICKUP DATE	9. NAME AND ADDRESS OF CARRIER/CONTRACTOR	
10. CODE OF SERVICE	11. SCAC	12. CARRIER/CONTR REF. NO.	
SECTION B - RECORD OF LOSS OR DAMAGE (To be completed jointly by member and carrier's/contractor's representative)			
13. Notice is hereby given to the carrier/contractor to whom this statement is surrendered that the shipment was received in condition as shown below and the claim, if any, will be made for such loss or damage as indicated subject to further inspection and notification to the claims office within 70 days by DD Form 1840R found on the reverse side hereof. THE VALUE INDICATED IN BLOCK 14c IS TO BE USED FOR QUALITY CONTROL ONLY.			
a. Inv. No.	b. Name of item	c. Description of loss or damage (If missing, so indicate)	
14. ACKNOWLEDGMENT BY MEMBER OR AGENT (X and complete as applicable and sign below)		15. ACKNOWLEDGMENT BY CARRIER'S/CONTRACTOR'S REPRESENTATIVE (X and complete as applicable and sign below)	
a. I received my property in apparently good condition except as indicated above. A continuation sheet <input type="checkbox"/> was <input type="checkbox"/> was not used.		a. Property was delivered in apparently good condition except as otherwise noted above.	
b. Unpacking and removal of packing material, boxes, cartons, and other debris <input type="checkbox"/> is <input type="checkbox"/> is not waived.		b. I will initiate tracer action for missing items.	
c. I estimate the amount of my loss and/or damage at \$		c. Name of delivering carrier/agent/contractor	
d. I have received three copies of this form. I understand that I have 70 days to list any further loss and/or damages on the back of this form and give this to the nearest claims office, and that failure to do so may result in my being paid a smaller amount on a claim.		d. Storage in transit? <input type="checkbox"/> Yes <input type="checkbox"/> No	
e. Telephone Number	f. Date Signed	e. Signature	f. Date Signed
g. Signature			

DD Form 1840, JAN 88

Previous editions are obsolete.

PAGE OF PAGES

Figure J-3. DD Form 1840, Joint Statement of Loss or Damage at Delivery

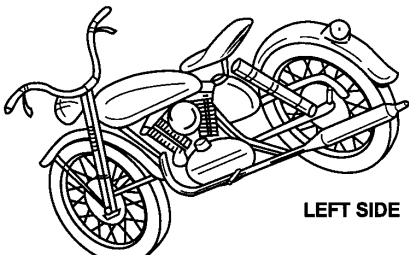
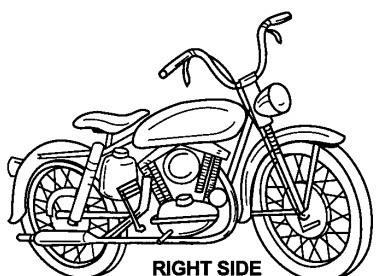
PRIVATE VEHICLE SHIPPING DOCUMENT FOR MOTORCYCLE															
TCMD DATA	1. DOC ID (1-3) TP1	2. CONTAINER NO. (4-8)	3. CONSIGNOR (9-14)	4. COMM-EX (15-19)	5. POE (21-23)	6. POD (24-26)	7. PACK (28-29)								
8. TRANSPORTATION CONTROL NUMBER (30-46)			9. CONSIGNEE (47-52)		10. RDD (54-56)		11. TR ACCOUNT (64-67)		12. PIECES (68-71)		13. WEIGHT (72-76)				
14. CUBE (77-78)		15. DOC ID (1-3) TP8		16. POV YR, MAKE (9-14)		17. OWNER'S LAST NAME (54-66)			18. F & MI (67-68)		19. GRADE (69-70)				
20. STATE (71-72)		21. LICENSE NUMBER (73-77)		21. COLOR (78-80)		22. BODY TYPE		23. VEHICLE IDENTIFICATION NUMBER							
24. ODOMETER READING			25. VESSEL (Voyage Number)			26. AUTHORIZATION CHARGES PAID, ETC.			27. DATE LOADED (YYYYMMDD)						
28. STOWAGE LOCATION				29. BILLING ADDRESS FOR NOTIFICATION PURPOSES											
30. Inspected in my presence, condition acknowledged as marked below, and conditions governing shipment on back accepted. a. DATE (YYYYMMDD) b. SIGNATURE OF OWNER OR AGENT c. NAME OF AGENT (Last, First, Middle Initial) (Print) d. STREET ADDRESS e. CITY, STATE, AND ZIP CODE				f. (1) USER CODE	(2) INSPECTION	(3) DATE (YYYYMMDD)	(4) INSPECTOR'S PRINTED NAME (Last, First, Middle Initial)								
				X	(a) Turn in joint inspection - owner/agent & Government representative										
				T	(b) POE use (Optional)										
				<input type="checkbox"/>	(c) POE check in stow/condition when stuffed in container										
				<input type="checkbox"/>	(d) POD check in stow/condition when removed from container										
				<input type="checkbox"/>	(e) Release of custody by discharge stevedore										
				*	(f) POD use (Optional)										
Retain this form for proof of shipment for return transport at government expense or proof of POV Import Control Program participation.															
31. AFTER INITIAL INSPECTION, RECORD ONLY MARS EXPOSING BARE METAL AND/OR STRUCTURAL DAMAGE.															
<div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  FRONT LEFT SIDE </div> <div style="text-align: center;">  REAR RIGHT SIDE </div> </div>															
32. ENTRY NUMBER (US Customs use only)															
POV CONDITION CODES		BE - Bent BR - Broken CH - Chipped		CR - Cracked DE - Dent GO - Gouged		LO - Loose MA - Marred MG - Missing		MI - Mildewed PF - Paint Faded RS - Rusty		RU - Rubbed SC - Scratched SO - Soiled		TO - Torn WO - Badly Worn			
33. INTERIOR CONDITION				CODE	34. ACCESSORIES				IN BOX	LOOSE	35. PROCESSING SERVICE			POE	POD
a. FRONT SEATS					a. CATALYTIC CONVERTER/PELLETS						a. ADD/DRAIN FUEL				
b. REAR SEAT					b. SIDE MIRRORS						b. CONNECT/DISCONNECT BATTERY				
c. REAR MIRROR					c. ANTENNA						c. PACK ACCESSORIES				
d. FRONT SEAT BELTS					d. FAN BELT						d. OTHER				
e. REAR SEAT BELTS					e. FENDER SKIRTS										
f. ASH TRAYS					f. FIRE EXTINGUISHER										
g. FLOOR MATS					g. FIRST AID KITS										
h. DOOR PANELS					h. CIGARETTE LIGHTER										
i. ARM RESTS					i. HAND TOOLS/FLASHLIGHT										
j. REAR SPEAKERS (Additional)					j. HUB CAPS										
k. CUSHION					k. JACK/LUG WRENCH										
l. UPHOLSTERY					l. JUMPER CABLES										
m. RADIO (AM, FM, Tape)					m. LUGGAGE RACK										
n. CB RADIO					n. BLANKET										
o. CARPET					o. WARNING TRIANGLE/TROUBLE LIGHT										
p. CLOCK					p. SPARE TIRE										
36. DOD POV IMPORT CONTROL PROGRAM (X appropriate box) THE MOTORCYCLE DESCRIBED ABOVE:															
<div style="display: flex;"> <div style="width: 20px; height: 20px; border: 1px solid black; margin-right: 5px;"></div> <div> a. Was manufactured after January 1, 1978 and does not have a manufacturers label affixed certifying its conformance with US EPA emissions standards. The owner must post a bond with US Customs prior to vehicle release at the US Port of Entry. </div> </div>															
<div style="display: flex;"> <div style="width: 20px; height: 20px; border: 1px solid black; margin-right: 5px;"></div> <div> b. Was manufactured after January 1, 1978 and does have a manufacturers label affixed certifying its conformance with US EPA emissions standards. </div> </div>															
<div style="display: flex;"> <div style="width: 20px; height: 20px; border: 1px solid black; margin-right: 5px;"></div> <div> c. Is not subject to the regulations under the Clean Air Act because it was manufactured before January 1, 1978. </div> </div>															

Figure J-4. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle

CONDITIONS GOVERNING SHIPMENT	
<p>I UNDERSTAND AND ACCEPT THE TERMS UNDER WHICH THIS VEHICLE WILL BE TRANSPORTED OVERSEAS AS SET FORTH IN EXISTING REGULATION, i.e.:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>1. That only one (1) privately-owned vehicle is being transported overseas under permanent change of station orders for the owner and/or his family as personal property, and that it is free of any legal encumbrance that would preclude its shipment and is not intended for resale. Owner must also retain a second (extra) set of keys.</p> <p>2. That this vehicle contains no personal property in excess of that authorized in regulations of the Service concerned. I further understand that personal property shipped will only include those items that can fit in the container normally provided for vehicular tools and accessories.</p> <p>(3) That no land transportation is authorized at Government expense except as specified in Section 12 of the Missing Persons Act, as amended, and 10 USC Section 2634(a).</p> </div> <div style="width: 48%;"> <p>(4) That failure of the owner to provide sufficient permanent type antifreeze to protect the cooling system to minus 20 degrees F (or lower if determined to be necessary by the shipping port) relieves the Government of any liability for damage due to freezing.</p> <p>THIS CERTIFICATE constitutes authority for the placing in available storage chosen by the port, at the complete expense of the owner and at no cost whatsoever to the Government, the vehicle herein property of above named owner, (1) by the port of embarkation in the event that shipment of privately-owned vehicles therefrom is suspended or terminated because of a national emergency, and (2) by the port of debarkation in the event that the vehicle is not picked up by the owner or his agent within forty-five (45) days after dispatch of the notification of its arrival.</p> <p>I further understand that should the vehicle be placed in such storage, the Government, thenceforth, would not be responsible for its release or return to the owner or agent.</p> </div> </div>	
37. DELIVERY RECEIPT	
a. EXCEPTIONS	
(1) BY OWNER	(2) VERIFICATION OR DISAGREEMENT WITH REASONS
b. TERMINAL SERVICE - PICKUP <i>(X as applicable. If unsatisfactory, specify.)</i> <div style="display: flex; justify-content: flex-end; align-items: center; gap: 20px;"> <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> UNSATISFACTORY </div>	
38. MISCELLANEOUS INFORMATION	
39. I HEREBY ACKNOWLEDGE RECEIPT OF MY VEHICLE IN THE CONDITION IN WHICH I TURNED IT IN TO THE U.S. GOVERNMENT REPRESENTATIVE FOR TRANSSHIPMENT, EXCEPT AS NOTED ABOVE.	
a. SIGNATURE OF OWNER OR AGENT	b. DATE (YYYYMMDD)
40. SIGNATURE OF VERIFYING U.S. GOVERNMENT REPRESENTATIVE	41. NAME OF PORT

DD FORM 788-2 (BACK), SEP 1998

Figure J-4. DD Form 788-2, Private Vehicle Shipping Document for Motorcycle (Cont'd)

		101 ~A	2 ~E ~8
		102 ~B	2 ~E ~9
		103 ~C	2 ~E ~10
Segretated Items O/S, Rugs, Pianos, Organs, Lawnmowers, Bicycles, Etc.			
INV. ITEM NR.	ARTICLE	LOCATION	
4	9X 12 GREEN RUG	RUG TUBE	1 ~A
5	9X 12 RUG PAD	RUG TUBE	1 ~B
6	RED SOFA & CUSHIONS	RACK	2 ~C ~8
7	FLOWER LOVE STUFFED CHAIR	RACK	2 ~C ~9
8	LAWNMOWER	OFFICE DECK	
9	PIANO	PIANO ROOM	
DATE INTO STORAGE		14 JULY 1979	TYPE STORAGE GOVT ~ BOA
ITEMS IN PALLET OR BOX NR.		101 ~A (CIRCLE)	(BASIC ORDERING AGREEMENT)

1	16	31	46	61	76	91	106	121	136	151	166	181	196	211	226	241	256	271	286
2	17	32	47	62	77	92	107	122	137	152	167	182	197	212	227	242	257	272	287
3	18	33	48	63	78	93	108	123	138	153	168	183	198	213	228	243	258	273	288
4	19	34	49	64	79	94	109	124	139	154	169	184	199	214	229	244	259	274	289
5	20	35	50	65	80	95	110	125	140	155	170	185	200	215	230	245	260	275	290
6	21	36	51	66	81	96	111	126	141	156	171	186	201	216	231	246	261	276	291
7	22	37	52	67	82	97	112	127	142	157	172	187	202	217	232	247	262	277	292
8	23	38	53	68	83	98	113	128	143	158	173	188	203	218	233	248	263	278	293
9	24	39	54	69	84	99	114	129	144	159	174	189	204	219	234	249	264	279	294
10	25	40	55	70	85	100	115	130	145	160	175	190	205	220	235	250	265	280	295
11	26	41	56	71	86	101	116	131	146	161	176	191	206	221	236	251	266	281	296
12	27	42	57	72	87	102	117	132	147	162	177	192	207	222	237	252	267	282	297
13	28	43	58	73	88	103	118	133	148	163	178	193	208	223	238	253	268	283	298
14	29	44	59	74	89	104	119	134	149	164	179	194	209	224	239	254	269	284	299
15	30	45	60	75	90	105	120	135	150	165	180	195	210	225	240	255	270	285	300

USE OF ITEM ACCOUNTABILITY PER
 PALLET IS RECOMMENDED. HOWEVER,
 ITS USE IS CONSIDERED OPTIONAL.

NAME J. E. H. McMOORE
 LOT NR. 43890 (Rad)
 PIECE NR. 6
 SERVICE ORDER NR. FD2407-74-M-20411

Figure J-6. Locator Sheet

CERTIFICATE OF WAREHOUSEMEN'S LEGAL LIABILITY INSURANCE <i>(DOD 4500.9-R)</i>		
<p>This is to certify that a policy is now in force and includes insurance for Warehousemen's Legal Liability as required for property accepted and stored under contract with any governmental agency under Public Law 87-649 (or any other subsequent to Public Law 245) is provided in an amount not less than \$1.25 times the number of pounds in storage at the time of loss subject to the limit(s) of liability specified below. A minimum per lot limit of liability of \$1.25 times the net weight of the lot is mandatory.</p>		
<i>Type all information except signature.</i>		
1. INSURANCE COMPANY	2. CONTRACTOR	
a. NAME	a. NAME	
b. ADDRESS (Number, Street, City, State and ZIP Code)	b. ADDRESS (Number, Street, City, State and ZIP Code)	
3. POLICY NUMBER	4. EFFECTIVE DATE (YYYYMMDD) (12:01 a.m. Standard Time at the place of issuance and continuing until cancelled as provided for in paragraph 5 below.)	
5a. ADDRESS OF WAREHOUSE	5b. LIMIT OF LIABILITY	
(1)	\$	
(2)	\$	
(3)	\$	
<p>Deductions under this policy are applied on an occurrence basis and shall not exceed \$100.00. Deductible amount: \$ _____. If the contractor may be liable, the company may be liable. If the contractor cannot or does not handle a claim, the company assumes responsibility to see that the claim receives prompt attention, including the determination of the contractor's liability, and payment in full to the extent of that liability.</p> <p>Lack of cooperation from the contractor for any reason (including contractor bankruptcy) is no defense. If necessary, the company shall seek from the claimant affidavits or other supporting documentation to permit a determination of liability.</p> <p>When requested by the contracting officer, the company will provide, within thirty (30) days, a duplicate original of said policy and all endorsements thereto. The contracting officer reserves the right to reject certificates of insurance from insurance companies if they fail to provide adequate protection.</p> <p>The certificate may not be cancelled without cancellation of said policy. Such cancellation or any material change may be effected by the company or the contractor only by giving thirty (30) days notice in writing to the</p> <p>Such notice will commence to run from the date said notice is actually received.</p> <p>Insurance and surety companies must be legally authorized to issue policies of warehousemen's legal liability insurance in each state that the contractor is authorized to operate or be authorized to issue such policies in the state in which the contractor has its principal place of business. The underwriter of warehousemen's legal liability insurance must have a policyholder's rating of "A" or better in <u>Best's Insurance Guide</u>.</p>		
ISSUING OFFICE		
6a. NAME OF INSURANCE COMPANY/UNDERWRITER/AGENT	b. ADDRESS (Number, Street, City, State, and ZIP Code)	
c. TELEPHONE NUMBER (Include area code)		
7a. NAME OF AUTHORIZED INSURANCE COMPANY REPRESENTATIVE	b. SIGNATURE	c. DATE SIGNED (YYYYMMDD)

DD FORM 2787, SEP 1998 (EG)

REPLACES MT FORM 365-R, NOV 96,
WHICH IS OBSOLETE.

WHS/DIOR. Oct 98

Figure J-7. Certificate of Warehousemen's Legal Liability Insurance

CERTIFICATE FOR INDEPENDENT PRICE DETERMINATION (APR 1985) FAR 52.203-2

The rates submitted herewith in the Schedule of Services and Rates for Personal Property, Basic Ordering Agreement Number _____, Modification Number _____, have been arrived at by _____, independently and without collusion with any other Contractor.
(Name of Company)

a. The offeror certifies that

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to
 - (i) those prices,
 - (ii) the intention to submit an offer, or
 - (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs a (1) through a (3) of this provision, or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs a (1) through a (3) of this provision.

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his/her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision b (2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs a (1) through a (3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to Subparagraphs a (1) through a (3) of this provision.

Figure J-8. Certificate of Independent Price Determination (Apr 1985) FAR 52.203-2

- c. If the offeror deletes or modifies Subparagraph a (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Name of Company

Date: _____ By: _____

(Title)

_____(Signature of person who formulated the rates)

_____(Signature of person who signed the Basic Ordering Ag

Given under my hand and seal of office this _____ day of _____ 19____.

(Notary Signature)
Notary Public in and for _____

(City & County)

(State)

Figure J-8. Certificate of Independent Price Determination (Apr 1985) FAR 52.203-2 (Cont'd)

ANNUAL REVIEW REQUIREMENTS

As stated in Section C, clause C-1 d, this Basic Ordering Agreement (BOA) will be reviewed, as a minimum, annually. In order to accomplish this review, the Contractor will furnish the following information and documents to the Contracting Officer each year no later than 1 October:

- a. A copy of the latest complete fiscal year (12-month) financial statement (balance sheet and profit and loss statement), certified by either an independent public accountant or an official of the firm, that it truly and fully sets forth the financial condition of the firm. The statement must be in a format consistent with generally accepted accounting principles. "Cash Basis" statements are unacceptable.
- b. A certificate of insurance in effect (reference Section C, Paragraph C-7 h and Figure J-7). If the present certificate on file with the Regional Storage Management Office (RSMO) is accurate, a new certificate is not required.
- c. A statement as to whether or not there have been organizational changes within the firm, e.g., change of name, ownership, officers, corporate structure, during the previous year and, if so, what the changes were. An authenticated copy of the minutes of each corporate meeting during which the change(s) was/were effected or approved will be furnished with such notification, when applicable (reference Section C, Paragraph C-7 f).
- d. A copy of a lease in effect and/or evidence of ownership, e.g., tax receipt, for each storage location approved under the BOA. If present lease/evidence on file with the RSMO is current, a new lease/evidence is not required.
- e. The number of service employees (excluding clerical and sales personnel) routinely employed for work under this BOA.
- f. One signed copy of the current collective bargaining agreement(s) or a statement to the effect that none exist(s).

Figure J-9. Annual Review Requirements

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